

# The Solicitors' Journal.

LONDON, AUGUST 12, 1882.

## CURRENT TOPICS.

WE PUBLISH elsewhere an order, dated on Thursday last, re-transferring to Mr. Justice FRY the causes and matters which during that learned judge's absence on circuit were transferred to Mr. Justice KAY.

MR. JUSTICE NORTH will sit in the court of Vice-Chancellor HALL on Wednesday, the 16th inst. We believe that his lordship's list will contain a large number of petitions in addition to the usual batch of motions. It appears to be more than probable that it will be found necessary for the Vacation Judge to sit on two days in the week.

THE FIRST instalment of the classification of clerks in the legal offices, to which we referred last week as imminent, appears in the *Gazette* in the shape of three orders, the first of which relates to the Central Office, and the other two to the Probate, Divorce, and Admiralty Division. All the clerks who are not principal clerks are divided into three classes. The first class begins at a salary of £500, rising by annual increments of £20 to £600; the second class begins at a salary of £250, rising by annual increments of £15 to £400; and the third class begins at £100, rising by annual increments of £10 to £200. The completion of this classification will form an important step towards the result which it is desired to accomplish, of making future clerks of the lower grades interchangeable, so that one department may borrow clerks from another in case of pressure of work.

THE JUDGMENT of Lord COLERIDGE in *Re Wilkins, Blyth, & Fanshawe* appears to afford a very important caution to solicitors. The practice of employing a shorthand writer in important cases has become nearly universal, and the risk revealed by the recent case—in which Lord COLERIDGE refused to interfere with the discretion of the master who struck out the costs of the shorthand writer on a taxation between a solicitor and his client of the extra costs of a proceeding—will probably startle many of our readers. Seeing that these costs are always heavy and consist of payments out of pocket, solicitors will do well to take specific instructions in writing on the subject from their clients. Even where it is probable that the court will allow the costs of taking and transcribing shorthand notes as against the other side, this precaution is not unadvisable. In the recent case the costs of the shorthand writer are stated to have amounted to £524.

A BILL which has been read a third time in the House of Commons proposes to provide that "So much of section 91 of the County Courts Act, 1846, as is still in force is hereby repealed, and the following provisions shall from and after the passing of this Act take effect in lieu thereof, that is to say: No person other than a solicitor of the Supreme Court shall be entitled to have or recover any fee or reward for appearing or acting on behalf of any other party in any proceeding in a county court." The section referred to is that which commences by providing that "no person shall be entitled to appear for any other party to any proceeding in any of the said courts, unless he be an attorney of one of her Majesty's Supreme Courts of Record, or a barrister-at-law instructed by such an attorney on behalf of the

party; or, by leave of the judge, any other person allowed by the judge to appear instead of such party." It would be desirable that the little Bill now before Parliament should be more definite in explaining its object, and also somewhat more precise in its language. It provides that "no person" other than a solicitor shall recover any fee for acting on behalf of "any other party" in any proceeding in a county court. What is the meaning of "other" party?

THE REPORT of the Gloucestershire Law Society calls attention to a matter which we think deserves careful attention. No conveyancer can have failed to observe the rapidly increasing stringency of conditions of sale. Conditions which, ten years ago, would have been thought too depreciatory to be inserted except under special circumstances are now used almost as a matter of common form. The condition throwing on the purchaser the expense of stamping any unstamped or insufficiently stamped document of title was originally accompanied with the statement, "if any such there be, which, however, is not known to be the case," or at all events with a restriction as to the age of the documents referred to. This statement or restriction is now very commonly omitted, with the result that the purchaser may find himself burdened with the cost of stamping, and penalty on stamping, of documents of essential importance. Another condition of rapid recent growth is that which requires the purchaser on completion to pay to the vendor the whole of the rents for the current half-year, leaving him to collect them from the tenants when they become due. There are practitioners in some parts of the country who invariably adopt this condition, no doubt to the great satisfaction of their clients; but it may be questioned whether the purchaser fully considers that the vendor thus gets a considerable addition to the purchase-money, and that the purchaser may never succeed in recovering the rents. The condition throwing on the purchaser the expense of everything necessary to complete the vendor's title is of older date, but is coming into more extensive use. It is obvious that it may cause considerable expense to the purchaser. These conditions, however, are intelligible to a careful purchaser, and if he chooses to buy under them he has no one to blame but himself. But there are other conditions the object of which is not obvious to the purchaser, and which may be intended to conceal grave defects of title; for instance, the condition making recitals in any abstracted deed conclusive evidence, and precluding the purchaser from requiring the production for any purpose of documents of title not in the vendor's possession. It is natural enough that a vendor's solicitor should do his best to save his client's purse, but it is another question whether it is to the interest of the public or the profession that great cost and risk should be thrown on the purchaser; and when we come to consider common form conditions of sale prepared for use by all the solicitors within a particular district, very different considerations come in. Here the point to be aimed at seems to be a fair adjustment of the expenses between vendor and purchaser. It cannot be to the advantage of practitioners in a district that purchasers should always be burdened with every expense connected with investigating and deducing title. Common form conditions which achieve this object place the purchaser's solicitor in this difficulty. He is bound to get as good a title as he can for his client, yet at every step he has to tell him, "I think this is necessary, but then you will have to pay for it," and when the bill of costs is sent in, the client is very apt to be dissatisfied with his solicitor. We think that the Gloucestershire Law Society are right in objecting to these stringent provisions in common form conditions, and we shall be glad if the same views are adopted by other law societies.

"MARRY EARLY AND MARRY OFTEN," seems to be the best course to adopt for one who would commit the offence of bigamy, without running the risk of punishment. This was first brought out conspicuously in the case of *Reg. v. Wiltshire* (L. R. 6 Q. B. D. 366), and another illustration of it has just come to light at the Devon Summer Assizes. JOHN MICHAEL APSE ALLEN was indicted for marrying ELIZABETH BLACKFORD, his former wife MARY ANN ALLEN, formerly HODDER, being alive. The prisoner, when before the magistrates, had made a statement to the effect that he was first married to AMELIA GREATHEAD, who died in 1845, leaving him with four children; that he next married MARY ANN ROSE, at St. James's Church, Longfleet, Poole, in 1847; that MARY ANN ROSE, his second wife, was subsequently tried at Winchester for larceny, and sentenced to nine months' imprisonment, after which she took a fancy to another man, and a regular "agreement" was drawn up in writing between the husband and this man, whereby he (the husband) assigned his wife to her new admirer, for the not exorbitant sum of five shillings. Shortly after, in 1854, he was married a third time, to one MARY ANN HODDER, and she having obtained a magistrate's protection order in 1878, on account of his ill treatment, left him and lived apart. Then in June 1882, he solaced himself by taking to wife ELIZABETH BLACKFORD. For the defence his married daughter, MARY ANN DALE, issue of the first marriage, was called, and stated that she recollected her mother's death, when she was about six years old, and the subsequent marriage of her father to MARY ANN ROSE. She could recollect it because there was a "great festival." Some time after this her stepmother was imprisoned at Winchester, and her father subsequently married MARY ANN HODDER. She had seen MARY ANN ROSE several times after her father's marriage with MARY ANN HODDER. Counsel for the defence produced no certificate of the marriage with MARY ANN ROSE, and the prosecution had made no attempt to ascertain whether this alleged marriage had really taken place. Upon this LOPES, J., said that he considered it incumbent upon the prosecution, having this definite information, to take steps to find out whether the marriage had really taken place, as it was the duty of the prosecution to satisfy the jury, beyond reasonable doubt, that the offence had been committed. He considered that it was clearly proved that MARY ANN ROSE was alive at the time of the marriage of the prisoner with MARY ANN HODDER. The prisoner was acquitted. In future, therefore, when such a defence is raised, the prosecution will do well to thoroughly sift the alleged previous marriages, and not to rely upon two conflicting certificates of marriage alone as sufficient.

SOME INTERESTING DECISIONS upon the exercise of a mortgagee's power of sale have been recently reported. In one of the latest (*Martinson v. Clowes*, 30 W. R. 795) the question was whether the mortgagee's known agent, so employed in the matter of the sale, could buy upon his own account at the auction. Mr. Justice NORTH held that the case was within the mischief of the rule which forbids the mortgagee or his solicitor to bid—namely, that outside bidders might be deterred; and set aside the sale. In another case (*Bettyes v. Maynard*, 30 W. R. 792) Mr. Justice KAY had to deal with a more complex set of facts; and the decision went, to a great extent, upon all the circumstances taken together. The case, however, touched one curious point on which there is some earlier authority—namely, whether a sale by a mortgagee could be supported, where the whole or the bulk of the purchase-money was allowed to remain unpaid on mortgage of the property. It seems that this circumstance may help materially in showing the sale to be oppressive and improper as regards the mortgagor, but is not in itself conclusive. In *Thurlow v. Macheson* (L. R. 4 Q. B. 108) the judgment of LUSH, J., suggests that so long as there is a real sale—i.e., divesting of the property of mortgagee as well as mortgagor—the mode of completion by arranging to leave the purchase-money on mortgage is immaterial. That view seems not to give the circumstance all the importance it deserves.

AN INDUSTRIOUS AMERICAN LAWYER has been computing the number of volumes of reported decisions printed in the English

language, and he finds that they amount to 5,232 volumes, of which 2,944 are American reports. Surely this should convey a solemn lesson to the editors of the *Law Reports*, which add so many volumes each year to this enormous number. The tendency is always to report too many rather than too few cases; to fill pages with prolix reports of arguments which might be compressed into a few lines, or, on the other hand, to give strings of cases in lieu of reports of arguments. But the tendency which seems at present to be most marked in certain volumes of the *Law Reports* is to interlard the statement of the argument of counsel with observations of the judges. For instance, counsel cites a case, and we have the observation [JESSEL, M.R.—That was not a bill for discovery, but to establish an equitable title.] Counsel cites another case. [JESSEL, M.R.—That was a case between landlord and tenant.] What possible use to any reader can observations of this kind be? Everyone can find out for himself what the judge states. Observations thrown out by the court during the argument are usually more or less tentative, and ought rarely to be set forth in reports as considered opinions. The babble of the bench should not go beyond the walls of the court.

### THE DEFINITION OF A "LODGER."

THE question, What constitutes a "lodger"? has again been brought before the courts; not this time in relation to the franchise, but to the meaning of the term "lodger" in the "Lodgers' Goods Protection Act, 1871," which protects the goods of a lodger from distress for rent. The courts have, in most of the cases on the subject, despairingly confessed their inability to define a "lodger." Generally when a judge of the Queen's Bench Division finds a question very difficult to solve satisfactorily, he seeks refuge in the conclusion that it is a question of fact for a jury or other tribunal having to decide the facts. The tendency being now-a-days in the direction of throwing the decision of questions of fact upon the judge in more cases than formerly, this ancient device is becoming less frequently available, but still many instances occur in which it can be applied. The case of *Ness v. Stephenson* (L. R. 9 Q. B. D. 245) was one of these. The facts were as follows:—The appellant had let a house, the ground floor of which was a shop, to one Tomlinson. The respondent rented the house, with the exception of the shop, from Tomlinson. There was no front door to the premises other than the shop-door, but there was a back door to the house. The respondent took in lodgers and provided all the furniture used in her premises. Neither Tomlinson nor any servant or agent of his lived or slept on the premises. He used the shop as an auction room, and occasionally let it for balls or dancing parties in the evening. No auction had been held for fifteen or eighteen months before the distress, but balls had occasionally been held there during that period. There were some articles of trifling value belonging to Tomlinson in the shop, but he had not actually used the shop for any purpose, except as before named, during the fifteen or eighteen months preceding the distress. The respondent had access to her premises by the back door at all times, and through the shop when it was open, and at her request Tomlinson also permitted her to have a key of the shop, and to use the shop-door as a front entrance to her premises when the shop was closed. The respondent used to clean the shop and act as caretaker. The appellant had distrained on the respondent's furniture in the house for rent due from Tomlinson, and the question was whether the respondent was a lodger within the meaning of the "Lodgers' Goods Protection Act," and her furniture, therefore, protected under that Act. The justices held that the respondent was a lodger. The court, on a case stated, held that the question was one of fact for the justices; that there was evidence for them of the conclusion at which they had arrived, and consequently that their decision must stand.

The effect of this kind of decision is worthy of observation. It is almost impossible to make the lay mind understand the distinction between questions of law and of fact as drawn by our judges. The distinction is, undoubtedly, one that must be drawn, but as applied in certain cases it may be questioned whether it is not rather artificial and intangible. There are, what may be called,



mixed questions of law and fact; questions which a judge may, and often does, treat as questions of law practically, but which may, no doubt, be treated as questions of fact. In the Chancery Division, where the judge is judge both of law and fact, such questions are treated as questions of law, and the chancery reports are full of cases which a common law reporter would, perhaps, hardly have reported. It is impossible to make justices of the peace understand that the decision of a court only amounts to saying that there was evidence, not that the court would have found in the same way on the facts. Though the judges, finding a difficulty, or, perhaps, differing, seek refuge in saying that the question was one of fact, and that there was evidence both ways, the justices of the peace will certainly treat the decision as one of law, and in all subsequent cases where the facts are similar will decide the same way.

This decision will, doubtless, be frequently cited in the revision courts, but we cannot think it entitled to much weight as an authority in relation to registration cases. The operation of the law of distress upon the goods of third parties, such as under-tenants, has always been regarded as involving the possibilities of great hardship. We cannot help doubting whether, in dealing with the cases that have arisen as to the meaning of the term "lodger" under the "Lodgers' Goods Protection Act," the judges have not been largely influenced by considerations of that sort. We cannot help thinking that, if the hardship of the law of distress were put out of sight, or in cases of a different kind where the definition of the same term is involved, it would be doubtful how far the view taken in *Ness v. Stephenson* would prevail. It is, no doubt, difficult to frame a definition of a lodger, but it seems to us that, according to the decision, the idea of the term involves that the lodger should lodge or be an inmate in the household of another. The attempts at definition by the judges in the registration cases are not really of much service, for they all of them involve terms equally uncertain with that of "lodger," but they seem to come to that. Cotton, L.J., in *Bradley v. Baylis* (L. R. 8 Q. B. D. 195), says, "that a lodger is a man living in a house owned by or leased to another person and, to some extent, living there with that other person." Lindley, L.J., says that the word a "lodger" denotes a personal relation of someone lodging somewhere with somebody. Huddleston, B., in giving judgment in *Ness v. Stephenson* adopted these formula, and said that he thought that the respondent was living in Tomlinson's house and to some extent living there with him, and that there was a personal relation such as was suggested by Lindley, L.J., of someone lodging somewhere with somebody. It does seem to us, we must say, that it was very difficult on the facts to say that the respondent lived with Tomlinson. Tomlinson did not live on the premises at all, so far as we can see. It may be that in cases where the landlord either actually lives in the house or constructively lives there by reserving a room which he may occupy as a residence or which he occupies by a servant, the occupier of the rest of the house may be called a lodger. But here Tomlinson only occupied a shop, and did not either by himself or his servant occupy any part of the premises as a residence. Possibly the same test is not applicable in the case of a distress and under the acts relating to the franchise. In any case it does not seem to us that the case is a very reliable authority with regard to the lodger franchise. We apprehend that Tomlinson certainly did not occupy the premises as an inhabitant householder, which would be the case if he resided there. It does not seem to us that he really occupied anything but the shop for the purposes of the franchise.

The law of distress is left by the "Lodgers' Goods Protection Act" in a most anomalous state. The goods of the lodger are protected, but those of an under-tenant are not. It seems impossible to justify this in theory. If a house is altogether let out in lodgings except a shop or one garret without any furniture in it, the landlord has nothing available for a distress. If the whole of the premises are underlet to one person the landlord can dis-train on the under-tenant's goods. Again, if the premises are altogether let out in different sets of lodgings, the landlord retaining no room or right of interference amounting to a constructive occupation of any part of the premises, then it would appear that the goods of all the under-tenants are subject to

distress, though there is no practical distinction between their position and that of the respondent in *Ness v. Stephenson*. These results seem to be absurd, and it is therefore not wonderful the judges should not be astute to narrow the definition of a "lodger" for the purposes of the Act, but in cases relating to the franchise different considerations altogether come into play.

## CASES OF THE WEEK.

**PRACTICE—INTERROGATORIES—LIMITED COMPANY—MEMBER OR OFFICER OF COMPANY—ORD. 31, R. 4.**—On the 29th ult., the Court of Appeal (JESSEL, M.R., and COTTON, L.J.) affirmed the decision of CHITTY, J., in a case of *The Manchester Val de Travers Paving Company v. Slaggy and The Val de Travers Asphalt Paving Company* (noted ante, p. 630). An order had been made in chambers that the secretary of the defendant company should answer some interrogatories delivered by the plaintiffs. The plaintiffs moved that the order should be discharged, and that, in lieu thereof, one Marriott, who was a director of the defendant company, or some other officer of that company, or other person who had cognisance of the business matters of that company, might be ordered to answer the interrogatories. Marriott held fifteen shares in the defendant company, and held 300 shares of an equivalent value in the plaintiff company, and he was personally interested in the transactions which were in question in the action. Chitty, J., said that, *prima facie*, the secretary of the company was the proper officer to give the discovery, but that still a director might be called on to give it. Here, however, Marriott, though he was a director of the defendant company, had an interest adverse to their success in the action, and under the circumstances, his lordship thought that the principle of *Berkley v. The Standard Discount Company* (33 W. R. 125, L. R. 13 Ch. D. 97), applied, and that Marriott was not proper person to make the discovery. The motion was accordingly dismissed. The Court of Appeal took the same view of the case.—*Solicitors, Bolton, Robbins, & Bush; Drake, Son, & Parton.*

**BANKRUPTCY—WITNESS—JURISDICTION TO ORDER DELIVERY OF ACCOUNT—BANKRUPTCY ACT, 1869, ss. 96, 97.**—In a case of *Ex parte Reynolds*, before the Court of Appeal on the 3rd inst., a question arose as to the jurisdiction of the Court of Bankruptcy under sections 96 and 97 of the Bankruptcy Act, 1869. Section 96 enables the court, "on the application of the trustee, at any time after an order of adjudication has been made against a bankrupt, to summon before it the bankrupt or his wife, or any person whatever known or suspected to have in his possession any of the estate or effects belonging to the bankrupt, or supposed to be indebted to the bankrupt, or any person whom the court may deem capable of giving information respecting the bankrupt, his trade dealings or property, and the court may require any such person to produce any documents in his custody or power relating to the bankrupt, his dealings or property." And, by section 97, "the court may examine upon oath, either by word of mouth or by written interrogatories, any person so brought before it in manner aforesaid, concerning the bankrupt, his dealings or property." In the present case the brother of the bankrupt was summoned for examination under section 96, and in the course of his examination it was suggested by the trustee's counsel that he should furnish to the trustee an account of all moneys and shares received by him from the bankrupt, and of all his monetary transactions with the bankrupt. The witness expressed his readiness to do this, and the examination was adjourned to enable him to do so. At the adjourned examination he produced an account with which the trustee was not satisfied, and on his application the registrar made an order that the witness should, within fourteen days, furnish to the trustee a full account of moneys received by him from the bankrupt or from any other person or persons for him or on his behalf, with full details of each sum so received, "the person from whom and the date when received, and whether by cash, notes, or cheque, the date of any moneys being paid into the bank, and the name of the bank; also an account of all stocks, shares, or securities of any kind received by the witness from the bankrupt, or any other person or persons, with full details of and as to the same. And the examination was adjourned for a month, when it was ordered that the witness should attend again and produce his pass-books, cheque-books, paying-in slips, and any other books, papers, or memoranda showing the monetary transactions between himself and the bankrupt. The witness furnished another account to the trustee, but the trustee was still not satisfied, and the registrar made another order for the delivery of a further and better account, for which purpose the examination was again adjourned. The witness then attended and stated on oath that he could not render a better account than that which he had already furnished. The registrar then made a third order for the delivery of a further and better account, and from this order the witness appealed. The Court of Appeal (JESSEL, M.R., and BARR and COTTON, L.J.J.), discharged the order, on the ground that there was no jurisdiction to make it. JESSEL, M.R., said that the witness had given no formal undertaking which could be enforced in this way; his verbal undertaking given on oath could not be enforced by the order of the court. The only remedy of the trustee was to go on examining the witness. The witness could be examined on oath by means of written interrogatories as to the matters about which the trustee desired information, but there was no jurisdiction to compel him to furnish an account in writing not on oath.—*Solicitors, G. S. & H. Brandon; Bellamy, Strong, & Baker.*

**AFFIDAVIT—RIGHT TO WITHDRAW—CROSS-EXAMINATION—15 & 16 VICT. C. 96, s. 40—ORD. 37, R. 4.**—In a case of *In re The Quartz Hill Con-*

*solidated Gold Mining Company*, before the Court of Appeal on the 7th inst., a question arose as to the right of a person who has filed an affidavit in a matter afterwards to withdraw it, so as to prevent the witness from being cross-examined. An application was made by one Young, by motion under section 35 of the Companies Act, 1862, to rectify the register of members of the company by omitting his name. Affidavits were filed on both sides, among which were an affidavit by the applicant in support of his case and an affidavit by one Roebuck on behalf of the company. An order was then made on the application of Young for the appointment of a special examiner "for the purpose of taking the examination, cross-examination, and re-examination of witnesses who have made affidavits for the purposes of the motion." And it was also ordered that the applicant and the company should be at liberty to issue subpoenas for the evidence in chief of any witness for the purposes of the motion. Young attended before the examiner and was cross-examined on his affidavit. Roebuck afterwards attended, and, after he had been sworn, the company's counsel objected to his being cross-examined, on the ground that they had withdrawn his affidavit and that he was no longer a witness for them, and could, therefore, only be examined by the other side in chief. The question was referred to the court, and Kay, J., held that the witness must attend and be cross-examined, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and CORRON, L.J.J.). The question turned partly upon the construction of section 40 of the Act 15 & 16 Vict. c. 86, which provides that "any party in any cause or matter may require the attendance of any witness before an examiner of the court, and examine such witness orally . . . and any party having made an affidavit to be used, or which shall be used, on any claim, motion, petition, or other proceedings before the court shall be bound, on being served with such writ, to attend before an examiner, for the purpose of being cross-examined." And rules 7 and 11 of the order of the Court of Chancery of the 5th of February, 1861, speak of the cross-examination of "any deponent or witness, or of any party," and of "any witness, whether a party or not." JESSEL, M.R., said that considering the date of the decision of Wood, V.C., in *Clarke v. Law* (4 W. R. 35, 2 K. & J. 28), that a party having filed or given notice to read an affidavit is not at liberty to withdraw it, the practice must be considered settled. The Vice-Chancellor there said, "He has propounded himself as a witness, and cannot be allowed if not cross-examined to use his affidavit, but if threatened with cross-examination to withdraw it; having tendered himself as a witness, he is bound to submit to cross-examination." After that decision the practice must be considered settled, notwithstanding the observation of Lord Selborne in *Pike v. Dickinson* (21 W. R. 862), that he was wholly unable to understand the reasoning upon which *Clarke v. Law* was founded, though he followed the decision. If the observation was correctly reported, the Master of the Rolls said he could not understand it. He thought the case was perfectly intelligible. A man having given notice of his intention to use an affidavit was not at liberty to withdraw the witness in order to avoid his cross-examination. Of course he need not use the evidence if he did not wish to do so, but the opposite party could use it. It appeared to his lordship to be a sound principle in the administration of justice that a man having called a witness should not be at liberty to withdraw him after he had been sworn, whether he was put into the box or whether he made an affidavit. As to section 40 of the Act of 1852, no doubt it was open to criticism. The word "party" seemed to be used in it in one sense at the beginning, and in another afterwards. But if the argument was right that the word "party" in the latter part of section 40 meant only one of the parties to the proceedings, there would be no means of examining a witness (not a party) who had made an affidavit in a matter. There was a mode of doing this in a cause. In practice it had always been considered that the word "party" meant "person," and the rules of 1861 confirmed this construction. This having been the settled practice for thirty years, it was too late now to discuss whether it was right in the first instance. BRETT, L.J., thought that the principle laid down in *Clarke v. Law* was one common to the administration of justice in every tribunal. It was a most important rule, in order to preserve the administration of justice pure and undefiled, that no party should be allowed to take a step in the proceedings for the purpose of winning, and then when he found that it was turning against him to withdraw it. It would be most disastrous to countenance anything of the kind. A party could not be allowed to take a step in proposing to use evidence if it should not be questioned by his adversary, but the moment it was questioned, feeling the weakness of what he had proposed to do, to withdraw it. His lordship could not conceive anything more calculated to bring the administration of justice into contempt and ignominy. CORRON, L.J., was not at all satisfied that the point was not concluded by the language of section 40, independently of any authority. But, at any rate, he thought the rule laid down in *Clarke v. Law* was a good rule, and one which ought to be considered as established. The question was whether the rule applied to a witness who was not a party to the proceedings. Whatever might be the right view of the construction of section 40, the practice was settled that it applied to a witness who was not a party to the proceedings as well as to one who was. It applied to an affidavit made by any person for the purpose of any motion.—SOLICITORS, Swell, Son, & Greenip; H. Sydney.

**LIQUIDATION PETITION—STATEMENT OF AFFAIRS—SUFFICIENCY—DEBTOR IN PARTNERSHIP—BANKRUPTCY ACT, 1869, ss. 125, 126.**—In a case of *Ex parte Amor*, before the Court of Appeal on the 3rd inst., a question arose as to the sufficiency of the statement of affairs of a debtor who had filed a liquidation petition. The debtor had carried on two businesses—one alone, the other in partnership with one Leigh. Leigh remained solvent. The debtor, in the statement of his affairs which he produced at the first meeting of his creditors, gave the names of the creditors of the partnership, with the amount of the debt due to each. He did not, however, state the amount

of the debts due to the partnership, or the names of the persons who owed them. He stated as one of his assets, "Property as per list G. £1,936," and in the list G. there was the following statement:—"I am a partner in the firm of Leigh & Amor, and it appears, upon balancing the accounts, that there is a surplus, after paying the trade creditors, of £1,936, which sum stands to the credit of my capital account in that business. I am informed that Mr. Leigh claims the entire amount, under a penal clause in the partnership agreement, should the business be wound up through any act of mine." The creditors at their first meeting resolved to adjourn the meeting for fourteen days, in order that an accountant named in the resolution might investigate the debtor's affairs, and report to the adjourned meeting. He was to be assisted by a committee, consisting of three creditors and the receiver. At the adjourned meeting a report by the accountant was presented. It was not signed by the debtor, or in any other way adopted by him. It confirmed the debtor's statement as to the amount of his share in the capital in the partnership, and set forth an account, though not in full detail, showing how this amount was arrived at, and it mentioned that the whole of the £1,936 was claimed by Leigh under the terms of his arrangement with the debtor. At the adjourned meeting the creditors resolved by the proper statutory majority to accept a composition of 1s. 6d. in the pound, payable in two instalments, and the resolutions were confirmed at the second meeting. One of the dissentient creditors opposed the registration of the resolutions, on the ground that the statement of affairs was insufficient. Mr. Registrar Murray, on the authority of *Ex parte Solomon* (L. R. 20 Ch. D. 281, ante, p. 311), allowed the objection, and refused the registration. The Court of Appeal (JESSEL, M.R., and BRETT and CORRON, L.J.J.) affirmed the decision. JESSEL, M.R., said that the Act required the debtor to make a statement of affairs. The statement must be in writing, and must pledge the debtor to the amount of his assets. In the present case the debtor had made a statement of his own separate assets, and the creditors had before them the means of ascertaining what means he had of meeting his liabilities. A debtor who was a partner in business with some one else must make a similar statement of the assets of the firm. He must state the names of the creditors of the firm and the amount due to each, and the names of the debtors to the firm with the amount due from each. The creditors could then see for themselves the position of the firm. But that was not enough. He must also make a statement of the account between himself and his partner. The creditors could then see exactly what the share coming to him would be. In his lordship's opinion that was the proper mode of making the statement of his affairs, and there was no difficulty as a rule in doing it. Of course there might be exceptional cases—if, for instance, the partner refused the debtor access to the books of the firm. But, if for any reason it was impossible for the debtor to make a proper statement of his affairs, he could not have the benefit of the provisions of the Act as to liquidation or composition, but he must submit to be made a bankrupt. In the present case the statement was that it appeared, on balancing the accounts of the partnership, that there was a surplus of £1,936 standing to the debtor's credit. That told his creditors nothing. It did not say whether the balance was correct, nor how it was arrived at. Then he said he was informed that the whole of the £1,936 was claimed by Leigh under a penal clause in the partnership agreement. He was bound to set out what the claim of Leigh was, and what the penal clause was. The creditors could not really tell whether the debtor was entitled to anything from the partnership assets or not. The statement was wholly insufficient. BRETT, L.J., thought that the rule which the court was laying down would be a hardship to the solvent partner, because the state of his affairs would be disclosed, but still he thought that the rule ought to be laid down. The argument of the appellant came to this, that, whenever a man who was desirous of having a liquidation by arrangement or a composition with his creditors had a business of his own and also another business in which he had a partner, he might, in the statement which he had to make for the purpose of guiding his own creditors, if the partnership was solvent, set down in a lump sum his share in the business. It was admitted that, if he were carrying on two different businesses, each of which was his own exclusively, such a statement of his interest in each would not be sufficient. But how could the fact that some one else was interested in one of the businesses make any difference? Was he to be excused from making a proper statement with regard to the affairs of the partnership business, which was his although it was also some one else's, because he had a partner in it? His lordship could see no rule which absolved the debtor from making a proper statement of the affairs of the business because he had a solvent partner in it. In the present case the debtor had pledged himself nothing about the partnership business. His lordship was not prepared to say that, if the accountant's report had contained all the necessary information, and the debtor under his own hand had referred to that report in such a way as to incorporate it into his statement of affairs, that might not have been sufficient. But he had done nothing of the kind, and his statement was clearly insufficient for the purpose of guiding his creditors. CORRON, L.J., said that, by holding this statement insufficient, some difficulty might be placed in the way of persons who desired to avail themselves of the liquidation and composition clauses of the Act. But the court could only consider what was required by the Act in order that dissentient creditors should be bound by the resolutions of the majority. The Act said that the debtor should produce a statement showing the whole of his assets and debts; it did not say a statement of the aggregate of his assets or debts. One object was that the creditors might be able to form an opinion what dividend he was able to pay. Another object was that there should be a statement of the debtor himself; and though the report of an accountant, if properly adopted by the debtor himself, might be a sufficient statement, yet the debtor must give all the information which he himself possessed, and it was not enough to say that by subsequent investigation everything could be discovered. The debtor must make the statement himself, and must pledge himself to its



accuracy. In the present case the debtor had pledged himself to nothing; no information was given which could enable the creditors properly to judge whether they should accept the composition which was offered. The debtor asked that he might be allowed to summon a fresh first meeting of his creditors. The court refused to allow this, saying that the jurisdiction to do this was purely discretionary.—SOLICITORS, *Beyfus & Beyfus; H. A. Lovett & Co.*

**TRUSTEE—DISCRETIONARY POWER—JURISDICTION OF COURT.**—In a case of *Tempest v. Camoye*, before the Court of Appeal on the 1st inst., the question arose whether the court should interfere to compel trustees to exercise discretionary power of investing trust funds in the purchase of real estate, there being a difference of opinion between the trustees as to the propriety of making a particular purchase. By the will of a testator the trustees were empowered, at their or his discretion, to sell the devised estates and to reinvest the proceeds of sale in the purchase of other lands, and also, in the exercise of their or his absolute discretion, to raise any money which they might think proper for the purpose of effecting any purchase which they might, in the exercise of their absolute discretion, think proper, of any lands in the West Riding of Yorkshire, by mortgage of all or any part of the devised estates. There being in court a sum of about £13,000 consols, representing the proceeds of the sale of the testator's Lancashire estates, which had been sold by direction of the court, and also accumulations exceeding £21,000, it was proposed, with the consent of one of the trustees, to apply these sums towards the purchase for £60,000 of the Bracewell Hall estate, in the West Riding, and to raise the balance of about £30,000 by mortgage. A petition was presented to obtain the direction of the court that the proposed purchase should be carried out. The other trustee of the will objected to the proposed purchase on several grounds—1. That it was not a prudent exercise of their discretion for the trustees, who had only some £30,000 in hand, to purchase an estate which would cost £60,000, and might not be worth that amount; 2. That a purchase of such magnitude was never contemplated or intended by the testator; and 3. That the purchase with borrowed money of property with a large mansion upon it, involving great expense in keeping it up, was neither necessary nor desirable in the interests of the trust. The Bracewell Hall estate had been in the possession of the elder branch of the testator's family from the time of Henry I. down to 1657, when it was alienated by the then owner, and it was said to be very desirable to take advantage of this opportunity of recovering, at what was a moderate price, an estate which had been the cradle and for so many centuries the home of the family. On the other hand, it was admitted that Bracewell Hall was not intended as an immediate family residence, but that, if the purchase should be effected, it was proposed to grant a twenty-one years' lease of the hall for the purposes of a lunatic asylum. CHITTY, J. declined to sanction the proposed purchase, being of opinion that when the two trustees in whom the discretionary power of purchasing was vested differed in opinion the court could not interfere to control that discretion by compelling them to exercise the power. This decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) JESSEL, M.R., said it was very important that the law of the court on this subject should be understood. It was settled law that, when a testator had given a pure discretion to trustees, the court could not exercise it for them, although it could prevent them from exercising it improperly, as in the case when persons had a power to appoint new trustees, the court could not interfere with their exercising that power, but it could see that they did not appoint improper persons. But if there was a duty coupled with the exercise of the trust the court could then compel the trustees to carry it out. In the present case there was a power which amounted to a trust to reinvest the proceeds of the sale of real estate in land, and, if the objecting trustee had refused to invest the money in land at all, the court might have interfered. But he had not done this; he was only exercising his discretion as to the time when this should be done, and as to the particular investment which was proposed. The court could not interfere with the exercise of that discretion. In addition to this, it appeared that about half the purchase-money would have to be raised by mortgage of the purchased estate; and this must be done under a power to raise money by mortgage, which was purely discretionary in the trustees. This also was a discretion which the court could not interfere with. Therefore, in his opinion, Chitty, J., was right, and the appeal must be dismissed. BRETT and COTTON, L.JJ., concurred.—SOLICITORS, *Cole & Jackson; Ward, Mills, & Co.*

**PETITION—APPOINTMENT OF NEW TRUSTEES—ANNUITANTS—SERVICE OF PETITION.**—In the case of *In re Marshall*, before Chitty, J., on the 5th inst., a petition was presented for the appointment of new trustees of a will, the petitioners being residuary legatees absolutely entitled. A question arose whether two annuitants of £100 each should have been served with the petition. It appeared that the whole estate of the testator was of the value of some £25,000, subject, however, as to the realty to a mortgage of £14,000. CHITTY, J., said that annuitants were not necessarily made respondents to such petitions, but the question whether they should be served was one in the discretion of the court. Service might, in the present instance, be dispensed with.—SOLICITORS, *Clutton & Harris; Farmer.*

**LIMITED COMPANY—WINDING UP—SHAREHOLDERS' PETITION—CONSENSUS OF SHAREHOLDERS—FRAUD.**—In the case of *In the Matter of the New Callio Co. (Limited)* before Chitty, J., on the 3rd inst., a petition was presented by the holder of eighty-five shares in the company praying that it might be wound up, on the ground that it was a bubble and a sham. It appeared that the company was incorporated in April, 1881, with a nominal capital of £750,000 in £1 shares, for the purpose of purchasing and working gold mines in

Venezuela. The petitioner alleged that the prospectus issued by the company set forth false representations, and that the mining property contained no gold at all, and that the company was carried on only for the purpose of paying remuneration and salaries to its directors and other officers. The petition was supported by the holders of some 3,000 or 4,000 shares, and was opposed by some 180 persons holding between them 17,000 or 18,000 shares and by others who held vendors' shares to the number of 15,000. CHITTY, J., said that even where a petition for winding up a company was presented by a contributory who held a large number of shares, the court required a very strong case to be made out before it would substitute its own opinion for the wishes of the majority of the shareholders. Here was a petition by the holder of a small number of shares, supported by a comparatively small section of shareholders, but opposed by a large proportion. It appeared that no less than three meetings of shareholders had been called, all of which it was open to any shareholder to attend. At these meetings there had been a fair attendance, and the result was a unanimous vote of opposition to the company being wound up; in other words, a unanimous desire that it should be continued to be carried on. Another meeting had also been called in the interest of the petitioner, and the result of that meeting was that a majority of those present opposed the winding up. The shareholders, therefore, might be said to have generally shown a substantial opposition to a winding up. The prospectus issued by the company had been carefully travelled through by the petitioner for the purpose of showing that it set forth fraudulent and untrue statements, but the only evidence in support of these statements was the statutory affidavit filed in support of the allegations in the petition. This was no doubt *prima facie* evidence, but it was no more; and the affidavit was met by the evidence to a contrary effect produced by those who opposed the winding up. Amongst such evidence was an affidavit by a person who swore that he had found gold on the property in question. The case was, therefore, a very different one from that of the *Wals Wyndes Indian Gold Mining Company* recently before him, and the petitioner here had not made out a case that entitled him to have an order similar to the one there made. It had been objected that the evidence produced by the company was not such as could be strictly received by the court. The evidence was, however, good in this respect—that it was good enough to satisfy the shareholders. His lordship wished to repeat what he had already said—namely, that in the case of a shareholder's petition for a winding up, the court would decline to accede to a request to substitute the judgment of the court for that of the general body of shareholders unless a very strong case were made out by the petitioner. No such case was made out here, and the result was that the petition must be dismissed, with costs. Such costs would, of course, not include the costs of the shareholders who supported the petition, but would include the usual one set of costs to those shareholders who opposed the petition.—SOLICITORS, *Greenfield & Abbott; Walter Ellis; Lewis Davis; G. Davis, Son, & Co.; Beall.*

#### SOLICITORS' CASES.

COURT OF APPEAL, LINCOLN'S INN.

(Before JESSEL, M.R., and COTTON, L.J.)

Aug. 8.—*In re W. H. Tattershall.*

This was an appeal from an order of a divisional court consisting of Field and Stephen, L.JJ., suspending from practice as a solicitor for the period of five years (*ante*, p. 600). The appellant, who was in practice as a solicitor in Sheffield, was one of the trustees of a marriage settlement, and in this capacity he had received the rents of the trust property which were in the first instance paid in by him to his own account, and then paid out by cheque to the *cestui que trust*. The appellant had recently suffered heavy losses from forgery and embezzlement by a dishonest clerk, whom he had since prosecuted. Under pecuniary pressure occasioned by his losses he had appropriated about £200 of his trust money which was lying mingled with his own money at his bankers. The loss was discovered in September last, when he wrote admitting that he had been forced under some pressure to dip into the trust fund, and offering, when he was able, to replace what he had taken, at the same time enclosing a cheque for a small amount of rent recently received. One of his clients, who was a near relative of the *cestui que trust*, owed him a sum of about £200, and it was in February, 1882, suggested that the client should pay this amount to the *cestui que trust* so as to make good the loss sustained. The appellant at once consented to this proposal and gave an authority to the client to pay over the money to the *cestui que trust*. The payment not having been made, proceedings in April last were taken for the purpose of getting the appellant suspended from practice. The whole amount of the money taken had, in the course of April and May, been replaced. On July 6 the divisional court made an order suspending the appellant from practice for five years as the least punishment that in their opinion could meet the justice of the case.

Waddy, Q.C., and Willerforce, for the appellant, submitted that the divisional court had passed a sentence of extreme and undue harshness, being apparently under the impression, which was erroneous, that the money had only been replaced in consequence of the proceedings taken against him, whereas sometime before these proceedings were either taken or threatened he had consented that money owing to him by one of his clients should be applied in making good the loss occasioned by his admitted misconduct, and it was entirely due to the failure of the client to perform his promise that there had been the delay between February and May in replacing the money taken.

Stuart Wortley, for the *cestui que trust*.

JESSEL, M.R.—You do not, I suppose, press for punishment.

Stuart Wortley.—No, but at the same time we do not wish to have it said that it is an application that never ought to have been made.

JESSEL, M.R.—You will not be told that.

JESSEL, M.R., said that he had very great hesitation in interfering at all with the order of the divisional court, and he could not conceal from himself that that order was right in substance. There could be no doubt that the appellant had received the income of the trust property and had mixed it with his own money at his bankers. His lordship did not call that an offence, as the amounts from time to time received were small, and it was a very difficult matter to open a separate account with a banker for such small amounts, and, moreover, the sums were income, not capital. But then, when the amount exceeded £200, the appellant made use of it for his own purposes, knowing that it did not belong to him. His lordship could not call this anything but a dishonest act. He could not differ from the view of the divisional court; it was a very wrong and dishonest act. That being so, the only thing the court had to consider was the amount of punishment to be awarded. The divisional court had suspended the appellant for a period of five years, and, if that court had been aware of all the facts which now appeared he would not have interfered with the exercise of their discretion, however severe their sentence might have been. But there were two facts now before the court which were not apparently before the divisional court, and which, if they had been brought to their notice, would, he thought, have induced them to modify their sentence. In the first place, the appellant was over sixty years old, and in his case suspension for a period of five years would be equivalent to striking him off the rolls altogether, a punishment which was not intended by the divisional court. Then, in the second place, the judges of that court were under the impression that it was these proceedings which had occasioned the transfer of the debt, and restitution of the trust fund, but this turned out to be erroneous. It now turned out that this arrangement was made in February, before any hostile proceedings were either taken or threatened. The appellant had done his utmost to make restitution before this application was made, though the payment of the transferred debt had not in fact been made, and this was a circumstance favourable to him which was not before the divisional court. Taking these two circumstances together, and protesting against any idea that offences of this nature were not to be punished with wholesome severity, their lordships, although they might be erring on the side of leniency, would reduce the sentence to suspension from practice for the period of one year.

COTTON, L.J., concurred.  
Solicitors, *Pease & Waller; Pilgrim & Phillips.*

#### HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings in Banc, before FIELD and CAVE, J.J.)

##### Aug. 3.—*Re Charles George Grueber, a Solicitor.\**

This was a rule calling upon Mr. Grueber to answer the matter contained in certain affidavits, or in default to show cause why he should not be struck off the rolls.

It appeared by a master's report that, on the 17th of December, 1880, Mr. Grueber received from one Charles Laurence a cheque for £276 1s. 4d., and that a few days later Laurence was repaid a sum of £26 1s. 4d., the balance in Mr. Grueber's hands being then £250. On the same day the following agreement was drawn up:—"Received of you, Mr. C. G. Grueber, the sum of £26 1s. 4d., part of the sum of £276 1s. 4d., being the legacy payable to me under the will of George Read, deceased. And I hereby authorize and empower you to retain the balance thereof, and employ the same in your business or otherwise until such time as I may require the same, you paying me therefor interest thereon in the meantime at the rate of eight per cent. per annum. Dated this 21st day of December, 1880. One month's notice to be given to you of my intention to withdraw all or any of the above-mentioned moneys.—Signed, Charles Laurence." The master reported that Mr. Grueber did not explain the agreement to Laurence, who is an uneducated man, nor did he give him a copy of the agreement. The master reported further that Laurence gave his evidence before him in a very unsatisfactory way, and was greatly influenced by a settlement that had been come to between himself and Mr. Grueber, whereby a Mr. Nicholson became surety to Laurence for the money due to him from Mr. Grueber. The settlement was that Mr. Nicholson was to pay down a deposit of £50 to Laurence, and the balance of the debt within two years, but that if proceedings were to be pressed against Grueber, and he were struck off the rolls, the guarantee was to be void.

W. G. Harrison, Q.C., and Glyn, for Mr. Grueber.—The money was lent to Mr. Grueber by Laurence under the terms of the agreement, and justice will be satisfied by the court enforcing the re-payment of the money. As to the clause providing for the agreement becoming void in the event of proceedings being taken, I am given to understand that Nicholson is a money-lender, and was only willing to become security for Mr. Grueber if he could see his way to getting the money back again with interest. That he would hardly do if Mr. Grueber were struck off the rolls; and hence the proviso.

F. Hollams for the Incorporated Law Society was not desirous of unduly pressing the matter.

FIELD, J.—In this matter a rule had been granted calling upon the solicitor to answer the matters in certain affidavits, or, in the alternative, to show cause why he should not be struck off the rolls.

The facts under which the application arises, and upon which we are called upon to award punishment, appear to be these: Mr. Grueber was engaged in a chancery suit for Laurence, and in December, 1880, Laurence was entitled to a legacy of £276 1s. 4d. This sum he duly received from the Accountant-General and, according to the ordinary practice of solicitors, Mr. Grueber went down and took possession of the cheque. It is said that Laurence having no banker suggested that Mr. Grueber should take the money and take care of it for him. Had Mr. Grueber taken the cheque,

and given another on his own bank, it would have been well enough, but he did not do so. Laurence seems to have been a man of some intelligence, and by no means disinclined to make eight per cent. out of his money, but Mr. Grueber should not have mixed himself up in a money lending transaction with his own client; it is a bad thing to join transactions of that sort with the work of a solicitor at all. The duty of a solicitor when he enters into personal relations with his client is to throw off his duty as solicitor altogether, and say to his client, "I cannot deal with you in this matter myself, but I wish you to lend me the £250, and I wish to have a proper agreement drawn up, and you had better go to some professional man and have it done." But what course did this solicitor adopt? He prepared the agreement for his client without giving him the chance of learning whether the agreement was fair or not. Now, his position was that of a borrower, and we find him unable to pay back the money borrowed. Can that position be explained? What happens then? £26 is paid back to Laurence, and then a document is drawn up which, as Mr. Hollams says, begins fairly enough, but which is calculated to deceive a man like Laurence. Its beginning is in form an ordinary receipt (his lordship read the document given above). Then the next step is bad, Mr. Grueber inducing Laurence to sign that document; that carries the matter further, and, in I think, a most improper transaction. A man who had made a fair agreement with his client would give him a copy of it to refer to. In acting as he did, Mr. Grueber was guilty of an offence, first against Laurence, and then against the highly respectable body to which he belongs, his duty being to see that no act of his should do harm to that roll on which his name appears. That being the state of things, Laurence appeals to this court as the guardian of public morality, and the court must take notice of it as the matter has been brought before it. An affidavit was made upon which the court thought that proper grounds existed for proceeding, and then came a circumstance which nearly always happens. Having invoked the corrective and punitive powers of this court an arrangement is tried between the parties.

Now comes the most unpleasant task of considering what punishment we must award. It seems to have occurred to some one that striking off the rolls would be the proper punishment. At the same time, I do not say that, serious as this offence is, it is serious enough to force us to proceed to extreme measures. The only alternative is suspension, and how long must that be for? I admit that it is an unsatisfactory punishment, as it stops a man from earning his living, but there is no other punishment of a less degree for us to inflict, there is nothing else for us to do. The agreement represented that the money was to be paid within two years, but it has not been done. We do not desire to be harder than we need be, but, taking all matters into consideration, we must pronounce a sentence of suspension for three years, at the end of which time, if he should have conducted himself in the meantime as he should, an application may be made to this court.

CAVE, J., concurred.

##### Aug. 3.—*Re Thomas Whitwell, a Solicitor.\**

In this case it appeared from the Master's report that on the 6th of June, 1879, a Mr. Taylor had agreed to purchase five cottages for the sum of £785, and he employed Mr. Whitwell as his solicitor. Mr. Taylor gave him £70 as deposit. The purchase was to be completed on the 13th of June, but the date of completion was subsequently postponed to the 27th of June. On that day Mr. Taylor paid to Mr. Whitwell, as his solicitor, the balance of the purchase-money (£715), to complete the purchase. Mr. Whitwell neglected to complete the purchase, and misapplied the money to his own use, and never repaid the money to Mr. Taylor. In June, 1880, Mr. Whitwell filed a petition for liquidation, and scheduled Mr. Taylor, who lost his money, as creditor for the whole amount.

Murray appeared for the Incorporated Law Society.

The COURT (FIELD and CAVE, J.J.) ordered Mr. Whitwell to be struck off the rolls.

#### (Before LORD COLERIDGE, C.J., sitting as a Divisional Court.)

August 7.—*Re Wilkins, Blyth, and Fanshawe.*

This case was referred to the court by Stephen, J., before whom it had come on an appeal from the decision of Master Bennett. The questions involved in it were of considerable interest to the legal profession, and the arguments lasted several hours. Mr. Wells had brought an action against the Mitcham Gas Company, in which he had made a claim that a balance of £1,596 was due to him for work done by him for the defendants in the construction of a gas retort, &c. The company had set up a large counter-claim amounting to over £5,600, as damages for bad work, delay, &c. The action had been referred to a barrister, and had been heard before him on thirty-two days. In the result he had found in March, 1873, for the plaintiff on both claim and counter-claim, and had awarded him £518. The costs had been taxed in the usual way as between party and party, and the master had disallowed a very large number of items, among others the charges for shorthand-writer's notes, amounting to £524, also counsel's fees for attendance in chambers in each case where the master had not certified that the summons was fit for counsel. Four years afterwards an application on behalf of Mr. Wells had been made to tax the costs as between his solicitors, Messrs. Wilkins, Blythe, & Fanshawe, and himself. In this taxation again the master had disallowed the whole of the cost of the shorthand notes, and substantially the question for his lordship, who by consent took the case sitting as a divisional court, was whether the principles upon which a master should tax costs as between solicitor and client were or were not wholly different from those upon which he was bound to act in taxing as between party and

\* Reported by W. BLW, Esq., Barrister-at-Law.

\* Reported by G. W. BLW, Esq., Barrister-at-Law.



party. The learned counsel for the solicitors did not shrink from pushing his contention so far as to say that a master had no discretion at all where the solicitor was able to satisfy him that the item claimed represented moneys actually disbursed. It is true that, as to some of the items, and more especially the cost of the shorthand notes, it was shown that Mr. Wells had himself used them, and had been fully aware that they had been taken from day to day; but the contention on his behalf was that he had been always led by the solicitors to believe that if successful in his action against the gas company, as, indeed, he had been, the defendants would have to bear the expense of the shorthand notes. Oddly enough, one of the items disallowed by the master in his taxation of the costs as between the solicitors and the client had been the fee paid to a second counsel who had appeared for Mr. Wells in the case of *Wells v. Mitcham Gas Company* (L. R. 4 Ex. D. 1), a case which was an appeal upon the very question as to whether or not the costs of the shorthand writer's notes ought to be borne by the unsuccessful litigants.

Edward Clarke, Q.C., appeared for the solicitors, the appellants.

Holt, Q.C., and Attenborough, were for the client, the respondent.

Lord COLERIDGE, C.J., in giving judgment, refused to interfere with the discretion exercised by the master in all the various cases, with the exception of the item disallowed by him for the second counsel in the appeal of *Wells v. Mitcham Gas Company*. Having substantially decided the case in favour of the client, he held that the respondent was entitled to the costs.—*Times*.

## SOCIETIES.

### INCORPORATED LAW SOCIETY.

The following is the report of the scrutineers certifying the result of the election of ten members of the council:—

Pursuant to the appointment made by the president at the meeting of the society held on the 7th of July, 1882, in compliance of the 5th section of by-law 15, we, the undersigned, the scrutineers so appointed, beg to present to the members of the society our report, certifying the result of the election, which has been conducted in accordance with the charter and bye-laws of the society. The secretary handed to us on Tuesday, the 31st of July, a box containing the voting papers, which had been placed in it as soon as they were delivered. The first schedule hereto annexed contains the total number of voting papers received, amounting in all to 1,410. The same schedule sets forth the number of voting papers rejected and the grounds of rejection. Four have been rejected on the ground that they were not received by midnight on the 29th of July, four because the voting papers were not signed, and one because one name only was struck out. The total number of votes in favour of each candidate is set forth in the second schedule hereto annexed. The third schedule contains the names of those candidates whom we find and certify to be duly elected. The voting papers have been duly closed up under our seals, and will be retained in our care for the period of one month, which will expire on the 4th of September next, when we shall destroy them, as provided by section 2 of bye-law 18.—M. D. Osbaldeston (chairman), Samuel Day, A. J. Finch, W. O. Hewlett, H. E. Gribble.—August 1, 1882.

The first schedule referred to in the annexed report:—Total number of voting papers received, 1,410; A. Received after the prescribed date, 4; B. Unsigned, 4; C. Name struck out, 1.

Second schedule:—Joseph Addison, 1,163 votes; E. J. Bristow, 1,348; R. Canliffe, 1,347; R. R. Dees, 1,320; J. Dodds, M.P., 1,025; C. O. Druce, 1,344; John Hunter, 1,164; K. Kimber, 958; N. T. Lawrence, 1,348; J. V. Longbourne, 1,302; A. S. Munna, 577; Thomas Paine, 1,341; W. M. Walters, 1,343.

Third schedule:—E. J. Bristow, 1,348; N. T. Lawrence, 1,348; R. Canliffe, 1,347; C. O. Druce, 1,344; W. M. Walters, 1,343; T. Paine, 1,341; R. R. Dees, 1,320; J. V. Longbourne, 1,302; J. Hunter, 1,164; J. Addison, 1,163; J. Dodds, M.P., 1,025. A vote of thanks to the chairman terminated the proceedings.

### THE GLOUCESTERSHIRE LAW SOCIETY.

The annual meeting of this society was recently held at Cirencester, when there was a large attendance of members, being solicitors, practising in Gloucestershire and Wiltshire. Mr. R. Ellett, president of the society, in the chair. The report of the committee was received and adopted, and Mr. E. W. Coren, of Gloucester, was elected honorary secretary and treasurer. An adjourned general meeting, made special for alteration of rules, was held on the 8th of July at Gloucester, when Mr. Ellett was re-elected president for five years, and Mr. R. T. Helps, of Gloucester, was elected vice-president. The committee for the ensuing year was elected and certain alterations made in the rules of the society. On the motion of Mr. L. W. Winterbotham, of Stroud, seconded by Mr. T. Taynton, of Gloucester, it was referred to the committee to consider the adoption of a scale of fees to be paid to auctioneers for conducting auction sales of real property.

The following are extracts from the report of the managing committee:—

**Members.**—The present number of members is eighty.

**Solicitors' Remuneration.**—This important subject has engaged the earnest attention of the committee. "The Solicitors' Remuneration Act, 1881," came into operation in August last, and empowers the Lord Chancellor, the Lord Chief Justice of England, the Master of the Rolls, the president of the Incorporated Law Society, and the president of one of the provincial law societies (the Liverpool Society having been selected) to make general orders

regulating the remuneration of solicitors in matters of conveyancing, and in other non-contentious business; and one month before any such order is made the draft must be submitted to the Incorporated Law Society for their observations and suggestions, which are to be taken into consideration by the Lord Chancellor and his colleagues before making the order.

In anticipation of action being taken under this statute, the council of the Incorporated Law Society communicated with the committee of this society and with the other provincial law societies, and invited an expression of opinion as to the scale of conveyancing charges, which it would be expedient to get authorized by general order under the Act. Your committee, acting in accordance with the repeatedly-expressed opinion of the society in general meeting, recommended an *ad valorem* scale of remuneration for conveyancing business, so far as practicable. Subsequently, a draft order was confidentially submitted to the committee, and by them to the members in special general meeting, and, with slight modification, approved. This draft was afterwards further modified by the council of the Incorporated Law Society, after consideration of the opinions expressed by the several provincial law societies, and then submitted to the Lord Chancellor. The main items of the proposed scale are as follows:—

"In respect of sales, purchases, and mortgages, £2 per cent. up to £1,000, with a minimum fee of £4; £1 per cent. on any further amount up to £5,000; and a half per cent. on any further amount beyond £5,000, exclusive of disbursements.

"In respect of leases, £7½ per cent. on the rent up to £100, with a minimum fee of £5; £5 per cent. on any further amount of rent up to £200; and £2½ per cent. beyond £200.

"In respect of settlements of personal estate, the same remuneration as on a purchase, at a price equal to the value of the property settled.

"For other conveyancing business:—Ordinary attendances, 10s.; journeys in ordinary cases, at the rate of £5 5s. per day of seven hours; and, generally, remuneration regulated by the nature and importance of the transaction, and the service performed, and the knowledge, skill, and labour employed thereon."

The operation of the "Conveyancing and Law of Property Act, 1881," and the further projected legislation affecting the laws relating to land and the practice of conveyancing, render it, in the opinion of the committee, most important in the interests of the profession, as well as desirable in the public interest, that an *ad valorem* scale of remuneration for conveyancing business should be legally established without further delay.

**Contract Fees to Vendors' Solicitors and Auctioneers' Fees on Auction Sales.**—In furtherance of the views expressed at the last annual meeting, to the effect that the continuance in some quarters of the practice of charging contract fees, whilst in others it had been discontinued, as recommended by the resolution of the annual meeting of this society in 1879, is unjust and objectionable, the committee in November last issued a circular to all the members, calling attention to that resolution, and urging that its recommendation should be adopted. They also opened a communication with the Bristol Law Society on the subject, and have the satisfaction to report that, on the 21st of December last, a meeting of solicitors practising in that city resolved that, in future, the practice in Bristol and its neighbourhood of charging purchasers with solicitors' contract fees should be abandoned; and on the 23rd of December a similar resolution was passed at a meeting of the solicitors practising in Gloucester. The resolution of this society in 1879 applied only to the contract fees of vendors' solicitors, but the solicitors practising in the cities of Gloucester and Bristol have also condemned the practice of charging auctioneers' fees to purchasers. This practice, although, in the opinion of the committee, more a matter for the public than the profession has also been objected to by the council of the Incorporated Law Society, and is confined to a few counties in the West of England and parts of Wales. The committee invite an expression of opinion on the part of the members of this society as to the advisability of taking steps to bring about, also, the general discontinuance of this practice.

**Stringent Conditions of Sale.—Common form Conditions.**—This subject was also under discussion at the last annual meeting, and the committee have given it their consideration. The adoption by many members of the common form conditions, settled some years since by this society, has had the desired effect of establishing, to a large extent, a reasonable practice in regard to the conditions used at sales by auction in this county. The committee, however, find that this desirable result is still not universally attained, and they have had before them instances (some from the city and neighbourhood of Bristol) in which conditions are imposed much more stringent than the common form conditions of this or of the other provincial law societies which have promulgated common form conditions. The committee have, therefore, put themselves in communication with the Bristol Law Society on the subject; and the council of that society, although not admitting that more stringent conditions are usual there than in other districts, have promised that the matter shall receive consideration.

The conditions particularly referred to by the committee as objectionable are the following:—

1. That which makes recitals in any abstracted deed conclusive, without restriction as to the date of the deed.

2. That which throws upon the purchaser the expense of stamping any unstamped or insufficiently-stamped document of title, without restriction as to the age of the document, or any information as to its nature or importance.

3. That which not only makes a purchaser pay for the production of documents of title not in the vendor's possession, but precludes him from calling for them for any purpose.

4. That which makes the purchaser assume the identity of the property without the usual declaration of possession in accordance with the title deduced.

5. That which, in addition to making the purchaser pay interest on his purchase-money in case of delay from whatever cause arising, deprives him of the

rents or income of the property, and in some cases actually requires him to pay to the vendor the amount of back rents, which may never be recovered.

6. That which makes the purchaser accept from a vendor, notwithstanding that he is absolute owner, the qualified covenant for title which ordinarily is only used or implied in the case of fiduciary vendors.

7. That which casts upon purchasers the expense of anything necessary for perfecting or completing the vendor's title, a condition which may involve the costs of an application to the court for a vesting order.

The committee have had under their consideration the question whether it is necessary or desirable to re-settle the common form conditions, having regard to "The Conveyancing and Law of Property Act, 1881," and have communicated with other provincial law societies on the subject. They find, however, that the general feeling is, that until further experience has been had of the working of that Act no material change in the conditions of sale is necessary; but the Birmingham Society is being advised by counsel on the question, and it will continue to receive the attention of your committee.

*Legal Procedure.*—Since the last annual meeting the report of the committee on legal procedure, appointed by the Lord Chancellor, has been issued. That report proposed important changes in legal procedure, and, at the instance of the council of the Incorporated Law Society, your committee expressed their opinion upon those proposals. The subject came before a special meeting of the Incorporated Law Society in November last, and was then referred to a committee of members of that society. Representatives of the provincial law societies were invited to act upon the committee, and this society was represented upon it by the president and Mr. W. S. Jones. The report of the Law Society's committee was presented to an adjourned special meeting of that society in February last, and adopted and ordered to be sent to the Lord Chancellor and the judges. On some important points the Law Society's committee differed from the Lord Chancellor's committee; as, for instance, with reference to the necessity for pleadings, which the Lord Chancellor's committee recommended should be abolished, but which the Law Society's committee considered it necessary to retain to some extent, or in some form, with the object of defining the real point at issue. Your committee, however, observe that new rules are about to be issued by the rule committee of the judges, which it is understood will be based substantially on the report of the Lord Chancellor's committee. The members of this society will no doubt share the regret of their committee that this should be the case, but at the same time they may feel assured that the valuable report of the Law Society's committee will yet bear fruit.

*Settled Land Bill.*—This important Bill, which, notwithstanding the adverse conditions of its Parliamentary career, is making progress, has for its main object to enable a tenant for life (which term is used to include generally the class of limited owners) to dispose by sale, lease, or otherwise, of any part of the settled land, or even of the whole of it, provision being made for securing the purchase-money on a sale and otherwise, for protecting the interests of the remainderman and of others entitled to come in under the settlement. The Bill is not confined to future settlements.

The committee have expressed to the Incorporated Law Society and the associated provincial law societies their general approval of the Bill, and solicited for it the support of local members of Parliament. Upon one or two points of detail, however, your committee have suggested amendments.

*Conveyancing Act Amendment Bill.*—This Bill, which is proceeding simultaneously with the Settled Land Bill, has for its object to amend and supplement the "Conveyancing and Law of Property Act, 1881." Its more material provisions are: the establishment of official searches for judgments, Crown debts, &c., the restriction of the doctrine of constructive notice, and the abolition of acknowledgment of deeds by married women. The committee have also expressed their general approval of this Bill, but have pointed out the objections which they entertain to the proposal which the Bill contains to the effect that when the solicitor of a purchaser finds that the title "has been previously investigated and accepted on behalf of a purchaser through whom the title is deduced," such solicitor may dispense with further investigation even when acting for trustees. It seems to your committee that this provision is objectionable, both in the interests of the public and the profession; of the public, because it will tend to the acceptance of bad titles from motives of false economy, or the carelessness of practitioners; and of the profession, because it will tend to introduce the practice of purchasers electing not to have the titles investigated, and expecting to have a corresponding reduction in the solicitors' charges.

*District Registrars.*—A Bill was before Parliament last session which proposed to make barristers eligible for the office of district registrars. The committee felt that, having regard to the many offices and appointments to which members of the bar are at present alone eligible, and to the fact that the appointment of district registrar is one of the very few open to solicitors, this proposal is unfair to our branch of the profession, and wholly uncalled for in the public interest. The committee, therefore, sought the aid of the members of Parliament for the district in opposing the proposal, and are glad to report that it was abandoned.

*Bankruptcy Law.*—Another Bankruptcy Bill has been introduced, but the probability of its being proceeded with this session is at present so small that it seems unnecessary to discuss its provisions in this report. The Bill, with others, will continue to receive the attention of the committee, and they will be glad to receive suggestions from members thereon.

*Associated Provincial Law Societies.*—This society has continued in association, and has been represented by the president at meetings of the associated societies for the consideration of the Bankruptcy Bill, Legal Procedure, and Solicitors' Remuneration.

The Settled Land and Conveyancing Bills received the Royal Assent on Thursday.

## OBITUARY.

### MR. CHARLES CARNE LEWIS.

Mr. Charles Carne Lewis, solicitor, of Brentwood and Ingatestone, died at his residence, the Mansion House, Brentwood, on the 26th ult. He was the son of the Rev. John Lewis, rector of Ingatestone, and was born in 1807. He served his articles with Mr. Charles Parker, of Chelmsford, and was admitted a solicitor in 1828. In the following year he settled at Brentwood, where he practised until his death. He had also an office at Ingatestone, and for several years he had a London office in Mark-lane. Mr. Lewis was a perpetual commissioner for the county of Essex, and had a large business at Brentwood and the neighbourhood. He had been for fifty years coroner for South Essex, and his duties had become very laborious, as his district was very extensive, and the population was constantly increasing. On the occasion of the loss of *The Princess Alice*, he held an inquest on many bodies which were washed ashore on the Essex side of the Thames. He was also registrar of the Brentwood County Court (Circuit No. 38), and clerk to the county magistrates; to the Commissioners of Land Tax for the Hundreds of Chafford and Bastable, and to the Governors of the Brentwood Grammar School. Mr. Lewis leaves a large family. He had, for several months, suffered from disease of the heart, but his death was rather sudden.

### MR. JOHN CUTTS.

Mr. John Cutts, solicitor, died at Little Bardfield Hall, Essex, on the 21st ult., at the age of eighty-six. Mr. Cutts, who was almost the oldest solicitor in Essex, was born in 1796. He was admitted a solicitor about the year 1825, and for fifty years he carried on a large practice at Great Bardfield. He retired from business four or five years ago, and he had since entirely devoted himself to farming operations on a very extensive scale. Notwithstanding his great age Mr. Cutts retained all his faculties unimpaired.

### MR. THOMAS GIBSON CANT.

Mr. Thomas Gibson Cant, solicitor (of the firm of Cant & Fairer), of Penrith, was drowned in the river Lowther on the 7th inst. He left home in the morning for a day's fishing, and afterwards seems to have bathed, and to have been carried by the current into a deep hole. His death has caused great sorrow in Penrith, where he was very highly respected. He was admitted a solicitor in 1852. He was a perpetual commissioner for the counties of Cumberland and Westmoreland, and had been for many years clerk to the lieutenancy for both counties. Mr. Cant was in partnership with Mr. Christopher Fairer.

### MR. ARTHUR EVANS.

Mr. Arthur Evans, solicitor, died on the 4th inst. at his residence, Cromwell House, Maldon, Essex, at the early age of thirty-nine. Commencing his career as a junior clerk in the office of Digby & Son, Maldon, he earned his articles, and, notwithstanding heavy claims upon his time as their managing clerk, studied so successfully as to entitle himself, on his passing the final examination in 1871, to the gold medal of the Incorporated Law Society, his age, however, precluding him from receiving it. His firm soon afterwards added his name, and he worked up the business to one of the best in the county of Essex. In 1877 he was unanimously elected town clerk, clerk to the borough justices, the urban sanitary authority, the school attendance committee, the Maldon Harbour Commission, and the income and land tax commissioners. He was also solicitor to, and a large shareholder in, most of the local companies. Three months ago he was appointed a perpetual commissioner. He was a widower with two children.

## LEGAL APPOINTMENTS.

Mr. GILBERT GEORGE KENNEDY has been appointed Revising Barrister for Leicestershire and Rutlandshire. Mr. Kennedy was called to the bar at the Inner Temple in Easter Term, 1870, and he practices on the Midland Circuit, and at the Lincolnshire, Nottinghamshire, and Derbyshire Sessions.

Mr. EDWARD BAONALL THORNECROFT, solicitor (of the firm of Phillips, Osborne, & Thorneycroft), of Shifnal and Wolverhampton, has been appointed Clerk to the County Magistrates at Wolverhampton, in succession to Mr. Horatio Brevitt, the new town clerk of Wolverhampton. Mr. Thorneycroft was admitted a solicitor in 1877.

Mr. CLEMENT HIGGINS, barrister, has been appointed to be first Recorder of the Borough of Birkenhead. Mr. Higgins was educated at Downing College, Cambridge, where he graduated in the second class of the Natural Science Tripos in 1869. He was called to the bar at the Inner Temple in Michaelmas Term, 1871, and he practices on the North Wales and Chester Circuit.

Mr. WILLIAM RIBTON has been appointed one of the Revising Barristers for the county of Surrey. Mr. Ribton is a graduate of Trinity College, Dublin. He was called to the bar at Lincoln's-inn in Easter Term, 1849, and he practices on the South-Eastern Circuit, and at the Central Criminal Court and Middlesex Sessions.

Mr. ERNEST AUGUSTUS NORTHCOOTE, barrister, has been appointed a Stipendiary Magistrate for the Colony of British Guiana. Mr. Northcoote is the son of Mr. Stafford Henry Northcoote. He was educated at West-



minster and at Trinity College, Cambridge. He was called to the bar at the Middle Temple in Easter Term, 1877, and he is a member of the Oxford Circuit. Mr. Northcote has been for several years one of the staff of the WEEKLY REPORTER.

Mr. JUSTICE MITTER, of the High Court of Judicature at Calcutta, has been appointed to act as Chief Justice of Bengal during the absence of Sir Richard Garth.

Mr. HENRY JEFFREYS has been appointed Revising Barrister for Breckshire and Radnorshire. Mr. Jeffreys was called to the bar at Lincoln's Inn in Michaelmas Term, 1870.

Mr. HENRY MARSH BOMPAS, Q.C., has been appointed Recorder of the Borough of Poole, in succession to Mr. Gabriel Prior Goldney, who has been appointed Remembrancer to the Corporation of London. Mr. Bompas is the son of the late Mr. Sergeant Bompas. He was educated at St. John's, Cambridge, where he graduated as fifth wrangler in 1858. He also graduated LL.B. at the University of London in 1862. He was called to the bar at the Inner Temple in Hilary Term, 1863, and he is a member of the Western Circuit. Mr. Bompas became a Queen's Counsel in 1877. He is a bencher of the Inner Temple, and in 1880 he was a commissioner to inquire into the existence of corrupt practices in the Borough of Knaresborough.

Mr. MACKENZIE DALZIEL CHALMERS has been appointed one of the Revising Barristers for the County of Kent. Mr. Chalmers was called to the bar at the Inner Temple in Hilary Term, 1869, and he is a member of the South Eastern Circuit.

Mr. CHARLES STUBBS, barrister, LL.D., has been appointed Secretary to the Society for the Codification of the Law of Nations, in succession to the late Mr. Henry Jenken. Mr. Stubbs was educated at St. Paul's School, and at Corpus Christi College, Cambridge, where he graduated in the third class of the law and history tripos in 1873, and he afterwards proceeded to the degree of LL.D. He was called to the bar at the Middle Temple in Trinity Term, 1874.

Mr. ARTHUR BROWNE, solicitor and deputy-coroner for the borough of Nottingham, has been appointed a Commissioner to administer Oaths in England.

#### DISSOLUTION OF PARTNERSHIP.

ROBERT BENDLE MOORE and JAMES FREDERICK TUTTLE, solicitors, Birkenhead (R. B. Moore & Tuttle). The said business will be carried on by the said Robert Bendle Moore on his separate account.

[Gazette, August 1.]

### COMPANIES.

#### WINDING-UP NOTICES.

##### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANYLINE COMPANY, LIMITED.—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to William Waddell, 1, Queen Victoria st., Wednesday, Oct 25 at 11, is appointed for hearing and adjudicating upon the debts and claims.

CARBON BRICKWORKS AND COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before the Vacation Judge at the Court of Hall, V.C., on Aug 16. Rogers and Chave, Queen Victoria st., solicitors for the petitioner.

CARTA PARA GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Aug 4, directed to be heard before the Vacation Judge at the Court of Hall, V.C., on Aug 16. Beall and Co, Queen Victoria st., solicitors for the petitioner.

CARTA PARA GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Aug 3, directed to be heard before the Vacation Judge, by special leave of Kay, J., on Aug 16. Kimber, Walbrook, solicitor for the petitioner.

CENTRAL WYTHAM GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before the Vacation Judge, in the Court of Hall, V.C., on Aug 16. Snell and Co, George st, Mansion House, solicitors for the petitioners.

CITY SYNDICATE, LIMITED.—By an order made by Chitty, J., dated July 25, it was ordered that the voluntary winding up of the syndicate be continued. Courtney and Co, Gracechurch st., solicitors for the petitioners.

EVALA PROVIDENT GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented July 31, directed to be heard before Chitty, J., on Nov 4. Kerly, 64 Winchester st., solicitor for the petitioner.

JOHN BAGWELL AND SONS, LIMITED.—By an order made by Chitty, J., dated July 25, it was ordered that the voluntary winding up be continued. Tucker and Lake, Seric st, Lincoln's inn, agents for Wragge and Co, Birmingham, solicitors for the petitioners.

TEYNHAM BRICK COMPANY, LIMITED.—Petition for winding up, presented Aug 1, directed to be heard before Bacon, V.C., on Nov 4. Brooks, Old Jewry, agent for Ward, Maidenhead, solicitor for the petitioners.

VALA MURIELA GLASS COMPANY, LIMITED.—By an order made by Bacon, V.C., dated July 15, it was ordered that the company be wound up. Snell and Co, George st, Mansion House, solicitors for the petitioner.

[Gazette, Aug. 4.]

ABERDARE RHOYDDA STEAM COAL COMPANY, LIMITED.—Petition for winding up, presented Aug 4, directed to be heard before the Vacation Judge, sitting for Fry, J., on Aug 16. Williams and Graham, Laurence Pountney hill, agents for Brittan and Co, Bristol, solicitors for the petitioner.

BANK OF PORT ELIZABETH, LIMITED.—By an order made by Bacon, V.C., dated July 30, it was ordered that the Bank be wound up. Carter, solicitor for the petitioner.

DEVALA PROVIDENT GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented July 31, directed to be heard before Chitty, J., on Nov 4. Kerly, Great Winchester st., solicitor for the petitioner.

INDIAN CO-OPERATIVE AGENCY, LIMITED.—Chitty, J., has fixed Thursday, Aug 17 at 12, at the chambers of Hall, V.C., for the appointment of an official liquidator.

MARLBOROUGH MINING AGENCY COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before the Vacation Judge, in Hall, V.C.'s Court, on Aug 16. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner.

SOUTH D'HERBY MOUNTAIN LEAD MINING COMPANY, LIMITED.—By an order made by Chitty, J., dated July 30, it was ordered that the company be wound up. Inderwick, Bedford row, solicitor for the petitioner.

TYLWED AND DYNEVOR COLLIERY COMPANY, LIMITED.—Chitty, J., has fixed Friday, Aug 18, at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator.

WALA WYTHAM GOLD MINING COMPANY, LIMITED.—By an order made by Chitty, J., dated July 27, it was ordered that the company be wound up. Abrahams and Co, Old Jewry, solicitors for the petitioner.

[Gazette, Aug. 4.]

BELLE Vue FRESHOLD LAND SOCIETY.—Petition for winding up, presented Aug 2, directed to be heard before the Vacation Judge, at the Court of Hall, V.C., on Aug 10. Hickin and Graham, Serjeants' Inn, Fleet st, agents for Allam, Sheffield, solicitor for the petitioner.

[Gazette, Aug. 4.]

#### COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

DALTON PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Aug 3, directed to be heard at St George's Hall, Liverpool, on Aug 14. Beaumont and Rigby, Manchester, solicitors for the petitioner.

[Gazette, Aug. 4.]

#### FRIENDLY SOCIETIES DISSOLVED.

FEMALE FRIENDLY SOCIETY, National School, Sidmouth, Devon. Aug 1  
LITTLE LONDON FRIENDLY SOCIETY, Little London Baptist Schoolrooms, Willenhall, Stafford. Aug 1

ST MARY-LE-GILL LODGE, INDEPENDENT ORDER OF ODD FELLOWS, MANCHESTER UNIT, Barnoldswick, York. Aug 1

[Gazette, Aug. 4.]

### CREDITORS' CLAIMS.

#### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

MOORE, ESTHER, Station Hotel, Huddersfield. Sept 1. Bottomley v Warhurst, Chitty, J. Dyson, Huddersfield

RUMBOLD, HENRY, Lawrence lane, Stuff Merchant. Sept 1. Rumbold v Rumbold, Kay, J. Chandler, Bishopgate st Within

TADMAN, WILLIAM, Barnet, Plumber. Sept 30. Simpson v Mould, Kay, J. Mould, Gt James st, Bedford row

WILLIAMS, DAVID OWEN, Festinog, Merioneth, Quarryman. Sept 20. Williams v Williams, Kay, J. Caspar, Fortmadoc

WILK, THOMAS, Allesley, Coventry, Farmer. Sept 30. Winn v Winn, Kay, J. Smith and Co, Broad st, Cheapside

WRIGHT, ARTHUR JAMES, Chichester, Auctioneer. Sept 6. Kemp v Wright, Chitty, J. Bostock, Horsham

[Gazette, Aug. 4.]

#### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BAILEY, AMELIA, Moss Side, near Manchester. Oct 1. Rylance, Manchester

BALOW, CHARLES, Manchester, Solicitor. Sept 30. Jones, Manchester

CUTBERT, THOMAS, Kinsale, Cork, Esq. Aug 30. Woodhouse, Gray's Inn sq

DOYLE, SAMUEL, Newcastle-upon-Tyne, Silk Mercer. Sept 1. Charters and Co, Newcastle-upon-Tyne

DUNBAR, JAMES, Princes st, Hanover sq. Jan 31. Pools and Co, Chancery lane

GUERIN, JAMES ANDREW HUNT, Freemantle, Southampton. Aug 14. Buckley, Hampton Wick

HESCHEL, ESTHER, Westbourne terrace. Sept 15. Ware and Hawes, Great Winchester st

HOLT, HANNAH, Bradford. Sept 7. Hutchinson, Bradford

HORNER, EMILY, Addington rd, Bow. Sept 9. Baddley, Leman st

HUGHES, CHARLOTTE GWYN, Streatham, Surrey. Aug 15. Cheesman, Serjeants' Inn, Chancery lane

JONES, RICHARD HENRY, Holford sq, Gent. Aug 31. Wansley and Bowen, Moorgate st

KERSHAW, JOHN, Ashton-under-Lyne, Lancashire. Gent. Aug 4. Hampson, Ashton-under-Lyne

MANEY, WILLIAM HEWITT, Bridport, Dorset, Solicitor. Oct 1. Loggin and Nantes, Bridport

MILLINGTON, MARY ANN, Emperor's gate, South Kensington. Sept 29. Heyroux and Co, Cannon st

MORRIS, ROY CYRUS, Plas Yolyn, Salop. Aug 31. Robinson and Co, Lincoln's inn fields

ORB, WILLIAM GEORGE HENRY, Bowdon, Cheshire. Gent. Sept 16. Ormerod and Allen, Manchester

POWER, NICHOLAS WILFRED, Newton Hall, Monmouth, Esq. Sept 18. Lucas, Great Yarmouth

VICKERS, HENRY, Sheffield. Gent. Sept 2. Vickers and Co, Sheffield

WHITTON, HENRY, Sheffield, Steel Manufacturer. Aug 29. Stacey, Sheffield

[Gazette, July 28.]

### NEW ORDERS, &c.

#### ORDER OF COURT.

Thursday, the 10th day of August, 1882.

Whereas by the order dated the 30th day of June, 1882, making provision for the hearing and determining during the absence on circuit of the Honourable Sir Edward Fry, one of the justices of the High Court of Justice, the causes and matters then pending before the said judge, it was ordered that all such causes and matters should be for all purposes transferred until further order to the Honourable Sir Edward Ebbesear Kay, one of the justices of the High Court. And whereas it has been represented to me that as the circuit has now terminated, it is expedient that the re-transfer hereinafter directed should be made, I, the Right Honourable Rounell Baron Salerne, Lord High Chancellor of Great Britain, do therefore order that the causes and matters by the said order dated the 30th day of June, 1882, transferred from the said Mr. Justice Fry to the said Mr. Justice Kay, be re-transferred from the said Mr. Justice Kay to the said Mr. Justice Fry, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SALOMON, C.

It is stated that Lord Coleridge has accepted an invitation from the New York bar to visit their city next year.

## LEGISLATION OF THE WEEK.

## HOUSE OF LORDS.

Aug. 3.—*Bills Read a Second Time.*

Electric Lighting; Turnpike Acts Continuance.

*Bills Read a Third Time.*

PRIVATE BILLS.—Tilbury and Gravesend Tunnel Railway Junction; South-Eastern Railway (Various Powers).

Aug. 4.—*Bill in Committee.*

Turnpike Acts Continuance.

*Bills Read a Third Time.*

PRIVATE BILLS.—Severn-bridge and Forest of Dean Central Railway; Church Fenton, Cawood, and Wistow Railway; Chadderton Improvement; Derby Corporation.

Bills of Sale Act (1878) Amendment.

Aug. 7.—*Bills Read a Second Time.*

PRIVATE BILLS.—Dover Harbour; Metropolitan Street Improvements Act (1877) Amendment; Ionian Bank.

Municipal Corporations; Customs and Inland Revenue.

*Bill Read a Third Time.*

Wimbledon and West Metropolitan Junction Railway.

Aug. 8.—*Bill Read a Second Time.*

Poor Law Amendment.

*Bills Read a Third Time.*

PRIVATE BILLS.—Latimer-road and Acton Railway; Hull, Barnsley, and West Riding Junction Railway and Dock (Huddersfield, &amp;c.); London and South-Western and Metropolitan District Railway Companies (Kingston and London Railway); Macclesfield Corporation; Bolton Improvement; Blackburn Improvement; Derby Corporation.

Turnpike Acts Continuance; Customs and Inland Revenue.

## HOUSE OF COMMONS.

Aug. 3.—*Bills Read a Second Time.*

Mercantile Marine Fund (Charges); Friendly Societies.

*Bills in Committee.*

Allotments; Reserve Forces Acts Consolidation; Militia Acts Consolidation; Artizans' Dwellings; Government Annuities and Assurance; Parcel Post.

*Bills Read a Third Time.*

PRIVATE BILLS.—Dartmouth Harbour Improvement; Rhondda and Swansea Bay Railway.

Customs and Inland Revenue.

*Bill Withdrawn.*

Settlement and Removal Law Amendment.

Aug. 4.—*Bills in Committee.*

Government Annuities and Assurance; Allotments; Merchant Shipping (Mercantile Marine Fund).

*Bills Read a Third Time.*

PRIVATE BILLS.—Great Western Railway (No. 1); Limehouse Subway; Whitland, Cronmare, and Pendine Railway; Workington Dock and Harbour; Reserve Forces Acts Consolidation; Militia Acts Consolidation.

*Bill Withdrawn.*

Augmentation of Benefices Act Amendment.

*New Bills.*

Bill for the continuance of certain expiring laws (Mr. H. GLADSTONE).

Bill dealing with corrupt practices at elections (ATTORNEY-GENERAL).

Aug. 5.—*Bills Read a Second Time.*

Corrupt Practices (Suspension of Elections); Pensions Commutation.

*Bill in Committee.*

Lunacy Regulation Amendment.

*Bills Read a Third Time.*

Turnpike Roads (South Wales); Isle of Man Officers.

Aug. 7.—*Bills Read a Second Time.*

PRIVATE BILL.—Stourhead Settled Estates.

Prison Charities; Public Works Loan; Expiring Laws Continuance.

*Bills in Committee.*

PRIVATE BILL.—Somersham Rectory.

Revenue; Friendly Societies; National Debt; Pensions Commutation (also read a third time); Merchant Shipping (Mercantile Marine Fund); County Courts (Advocates' Costs).

*Bills Read a Third Time.*

Artizans' Dwellings.

PRIVATE BILLS.—Devon and Cornwall Central Railway; East Warwickshire Water.

Aug. 8.—*Bill in Committee.*

Prison Charities (also read a third time).

*Bills Read a Third Time.*

Government Annuities and Assurance; Merchant Shipping (Mercantile Marine Fund); County Courts (Advocates' Costs); Lunacy Regulation Amendment.

Aug. 9.—*Bill Withdrawn.*

Surrey (Trial of Causes).

At the trial of Walsh on Saturday an application was made for the defence that a copy of the indictment might be supplied to the prisoner. Mr. Justice Stephen said he was unable to grant the application. The law of this country was that the accused in cases of felony was not entitled to a copy of the indictment. He had a right to it in cases of treason, but not in felony. He had no power to order it, but at the same time it was in the discretion of the prosecution. The defence might apply to them, and no doubt they would give it them.

## RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 10th inst., at their sale-room, Crown-court-building, Old Broad-street, E.C., the following were among the prices obtained:—Sortridge Copper Mining Company £1 shares, 3s. 6d.; Junior Army and Navy Stores £1 shares, 10s.; Prince of Wales Mine, 7s. 6d.; West Crebor Mine, 12s.; Jerusalem (Limited) £10 A shares, £9 10s.; Sovereign Life Assurance Company £10 shares, £2 15s., paid 10s. to 15s.; Mostyn Consols Silver Lead Company £1 shares, 12s.; Rhodes Reef Gold Mining Company £1 shares, 10s.; and other miscellaneous securities fetched fair prices.

## SALES OF ENSUING WEEK.

Aug. 15.—Messrs. CHARLES ELLIS, SON, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, July 22, p. 6, and Aug. 5, p. 4).  
Aug. 16.—Messrs. FARBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, July 29, p. 4, and this week, p. 2).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

ANDERSON-MORSEHEAD.—July 30, at 18, Westwick-gardens, West Kensington-park, W., the wife of John Yonge Anderson-Morsehead, of the Middle Temple, barrister-at-law, of a son.

JELF.—Aug. 6, at Oak House, Carlton-road, Putney, the wife of Arthur Richard Jelf, Q.C., of a son.

REYNOLDS.—July 27, at Melrose, Hornsey-lane, N., the wife of Frank Wm. Reynolds, solicitor, of a daughter.

SEBASTIAN.—Aug. 4, at Heathcote, Brownlow-road, Redhill, the wife of Lewis Boyd Sebastian, barrister-at-law, of a son.

STEWART.—Aug. 1, at 12, Victoria-road, Eltham, S.E., the wife of F. F. M. Stewart, solicitor, of a son.

## MARRIAGES.

ELLIS-MORTLOCK.—July 26, at Meldreth, Cambridge, Hubert O. S. Ellis, B.A., LL.B., barrister-at-law, to Emily Vere, daughter of John G. Mortlock, junr., of Meldreth Court.

ELLIS-SCHOLEFIELD.—Aug. 3, at St. Peter's Church, Cranley-gardens, Charles James Gregson Ellis, barrister-at-law, to Mildred Agnes, daughter of Cottrell Scholefield, of 2, Cranley-gardens, South Kensington.

MILLS-JONES.—July 22, at St. Botolph Church, Bishopsgate-street, George Gordon Mills, M.A., barrister-at-law, Toronto and Winnipeg, Canada, to Caroline Jones, daughter of T. Oliver Jones, J.P., of Olive Hill, Gawler, South Australia.

SANDERSON-CORDEN.—Aug. 5, T. J. Sanderson, of the Inner Temple, barrister-at-law, to Anne, daughter of the late Richard Cobden, M.P., of Dunford, Midhurst.

## DEATH.

EVANS.—Aug. 4, at his residence, Cromwell House, Maldon, Arthur Evans, solicitor, town clerk and clerk to the borough justices, aged 39.

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, Aug. 4, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.

To Surrender in London.

Boyns, E. S., Camden rd, Holloway. Pet July 31. Murray. Aug 15 at 11

Buchman, Samuel, Goswell rd, Dealer in Watchmakers' Tools. Pet Aug 1. Murray. Aug 15 at 12.30

Capes, Gerald Joseph, Victoria rd, Clapham common, Retired Lieutenant, R.N. Pet Aug 1. Murray. Aug 15 at 11.30

To Surrender in the Country.

Poyer, Thomas, Ruxton, Derby, Beerhouse Keeper. Pet July 31. Dobson. Stockport. Aug 17 at 11

Smith, Henry, Bootle, Lancaster, Butcher. Pet Aug 3. Cooper. Liverpool. Aug 15 at 12

Young, John Griffith, Durham, Solicitor. Pet July 31. Crosby. Stockton-on-Tees. Aug 15 at 11

TUESDAY, Aug. 8, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Amor, James Barnes, Bedford st, Covent Garden, Club Proprietor. Pet July 5. Hazlitt. Aug 22 at 11

Nicholson, Robert, Gaywood rd, Walthamstow, Builder. Pet Aug 3. Pepys. Aug 23 at 12.30

Ramey, William, Plumtree ct, Farringdon st, Glass Manufacturer. Pet Aug 3. Pepys. Aug 23 at 12

Rolleston, Charles John, Great Castle street, Regent st, Wine Merchant. Pet Aug 2. Pepys. Aug 23 at 12

To Surrender in the Country.

Bargate, George Pearson, Hemlington, York. Pet Aug 4. Crosby. Stockton-on-Tees. Sept 18 at 11

Davy, James Treilian, Ottery St. Mary, Devon, Solicitor. Pet Aug 8. Daw. Exeter. Aug 25 at 11

Hobday, Henry, Llanelli, Carmarthen, Provision Merchant. Pet Aug 5. Lloyd. Carmarthen. Aug 25 at 12

Nicholl, William, Halifax, York, Rug Manufacturer. Pet Aug 3. Rankin. Halifax. Aug 24 at 11

Skinner, William Henry, Exeter, Builder. Pet Aug 4. Daw. Exeter. Aug 25 at 11

Smirk, John Spoor, Newcastle upon Tyne, Grocer. Pet Aug 6. Ingledeu. Newcastle. Aug 21 at 11

Waller, Alfred Mortimer, Greenhiths, Kent, Clerk. Pet Aug 2. Hayward. Rochester. Aug 24 at 2

Williams, Lewis, Nash, Monmouth, of no occupation. Pet Aug 6. Davis. Newport. Aug 21 at 11



Wright, Josiah Moggs, Ely, Cambridge, Surveyor's Assistant. Put July 28. Eaden: Cambridge, Aug 21 at 3

# **BANKRUPTCIES ANNULLED.**

TUESDAY, Aug. 8, 1882.

Broadbent, Thomas Ernest Boyd, Gosport, Hants, a Lieutenant of Submarine Miners. Aug 3.  
Farrell, Michael, Faringdon, Berks, Ironmonger. July 13

# **Liquidations by Arrangement.**

## **FIRST MEETINGS OF CREDITORS.**

FRIDAY, Aug. 4, 1882.

Aldred, James, Beccles, Suffolk, Baker. Aug 16 at 3 at the White Lion Hotel, Beccles.  
Kout, Norwich  
Atkinson, James Smith, Sherburn Hill, Durham, Grocer. Aug 16 at 11 at offices of Mawson, Exchange Offices, Durham  
Attwell, William, High st, Kingsland, Butcher. Aug 14 at 10 at the Unicorn Tavern, Vivian rd, Roman rd, Old Ford. Hicks, Grove rd, Victoria park  
Ayre, John Brough, Sunderland, Durham. Aug 18 at 11 at offices of Brown, Union chambers, Union st, Sunderland  
Ball, Alfred John, Darlington, near Whitechurch, Salop, Baker. Aug 15 at 12.30 at White Horse Hotel, Wem. Edwards, Shrewsbury  
Banks, James, Hulme, near Manchester, Stonemason. Aug 14 at 3 at offices of Faringdon, Princes st, Manchester  
Banning, Josiah, Manchester, Cabinet Maker. Aug 23 at 3 at offices of Mann, Manchester  
Barrett, Peter, Alsager, Chester, Farmer. Aug 22 at 11 at offices of Sword, Chesapeake, Hanley  
Beasley, Henry, Cardiff, Refreshment house Keeper. Aug 17 at 11 at offices of Morgan and Scott, High st, Cardiff  
Bennett, William Edward, Kidderminster, Worcester, Builder. Aug 17 at 3 at offices of Waldron, High st, Brierley Hill  
Bogue, David, St Martins pl, Trafalgar sq, Publisher. Aug 31 at 3 at offices of Lawrence and Co, Old Jewry chambers  
Bottomley, Joseph, Huddersfield, York, Machine Maker. Aug 17 at 3 at offices of Ramsden and Co, John William st, Huddersfield  
Bradbeer, George Henry, Berrow, Somerset, Baker. Aug 24 at 12 at Grand Hotel, Broad st, Bristol. Hobbs, jun, Wells  
Brown, Walter, Bristol, Provision Importer. Aug 15 at 3 at offices of Brown, Corn st, Bristol  
Challice, Richard, Laocok, Wilts, Licensed Victualler. Aug 17 at 2 at offices of Clifton and Carter, Broad st, Bristol  
Chappell, Charles, Birmingham, out of business. Aug 18 at 3 at offices of Fallows, Cherry st, Birmingham  
Cooban, Halliburton, Liverpool, Corn Broker. Aug 17 at 3 at offices of Jackson, Dale st, Liverpool. Massey and Co, Liverpool  
Cooke, George, Fox, Northampton, Basket Maker. Aug 6 at 11 at offices of Jeffrey, College st, Northampton  
Cross, Robert, Pontefract, York, Druggist. Aug 25 at 2 at offices of Foster and Raper, Ropergate, Pontefract  
Dance, Edward Henry, Warner rd, Camberwell, Corn Dealer. Aug 22 at 2 at offices of Davies, Old Jewry chambers, Old Jewry  
Davy, Edwin Gramere, Ramsbottom, Lancaster, Tailor. Aug 25 at 2 at Mitre Hotel, Cathedral yard, Victoria st, Manchester. Sharples, Accrington  
Dawson, Richard, Wakerley, Northampton, Farmer. Aug 18 at 11 at offices of Stapleton, St Paul's st, Stamford  
Dowie, Jane, Farnworth, Lancaster, Grocer. Aug 17 at 3 at office of Horsfield, Church st, Radcliffe  
Edmonds, Waster John Rastall, Stock Exchange, Dealer in Stocks and Shares. Aug 17 at 3 at 22, King st, Chesapeake. Tyler, Gracechurch st  
Edwards, James, Llanfyllin, Montgomery, Butcher. Aug 18 at 1 at office of Roberts, Llanfyllin  
Ellacott, William, and Edwies Ellacott, Denmark rd, Kilburn, Builders. Aug 11 at 12 at 12 at office of Sampson, Marylebone rd  
Ellis, James, City rd, Cork Manufacturer. August 21 at 3 at office of Naunton, Chesapeake  
Ewins, George, Whittington, Worcester, Boot and Shoe Maker. Aug 16 at 12 at office of Knott, Foregate st, Worcester  
Gale, Samuel, Marlborough, Wilts, Hay and Corn Dealer. Aug 16 at 11 at St Western Hotel, Swindon. Belcher, Newbury  
Garside, James, Newton Heath, nr Manchester, Draper. Aug 18 at 3 at office of Knowles, Tib lane, Manchester  
Goodier, John, Burnage, Lancaster, Gardener. Aug 16 at 3 at office of Vaughan, Tiviot Dale, Heaton Norris  
Grocock, Thomas Samuel, Northampton, Builder. Aug 16 at 3 at office of Walker, Market sq, Northampton  
Hammond, Joshua, Caynam, Salop, out of business. Aug 23 at 3 at office of Thurstfield, Swan st, Kidderminster  
Harland, Joseph, Knayton, nr Thirsk, York, Grocer. Aug 17 at 11.30 at office of Cass, Thirsk  
Hebden, George, Huddersfield, York, Brewer. Aug 19 at 11 at office of Varley, New st, Huddersfield. Grisdale, Leeds  
Hine, Buckley, and Richard Hine, Ludlow, Salop, Brick and Pipe Makers. Aug 15 at 10.30 at office of Weyman, Mill st, Ludlow  
Holby, William Sowerby, Gateshead, Durham, Gent. Aug 15 at 3 at office of Stanford, Newcastle upon Tyne  
Jenkins, Thomas William, Aberkenig, nr Bridgend, Glamorgan, Grocer. Aug 17 at 3 at office of Jenkins and Co, Philharmonic chambers, St Mary st, Cardiff. Jones, Cardiff  
Jevons, John William, Shirley Byron Jevons, and Sarah Ann Jevons, Brighton, Hotel and Boarding house Keepers. Aug 17 at 12 at office of Stuckey and Co, North st, Brighton  
Johnson, John, South Stockton, York, out of business. Aug 14 at 11 at office of Best, High st, Stockton  
Johnstone, John, Tranmere, Chester, Quarry Owner. Aug 16 at 11 at office of Blosky and Co, Hamilton sq, Birkenhead  
Jones, Edward, Aberdovey, Merioneth, Draper. Aug 23 at 11 at office of Davies, Dolgelly  
Lamb, Henry, Lewisham, Kent, Butcher. August 23 at 3 at office of Hughes, Eastcheap  
Leera, John, Canterbury, Bookseller. Aug 17 at 12 at office of Speechly and Co, New inn, Strand. Colliard, Canterbury  
Miller, Joseph, Leeds, Plasterer. Aug 16 at 3 at office of Dibb and Co, Batt's ct, Albion st, Leeds  
Milnes, James, Manchester, Plumber. Aug 17 at 3 at office of Davies and Co, Brown st, Manchester. Gaunt and Grainger, Manchester  
Mitchell, Ernest, Lewes, Sussex, Butcher. Aug 14 at 3 at Bear Hotel, Lewes. Hillman, Lewes  
Mitchell, George Royce, Leicester, Elastic Webb Factor. Aug 17 at 3 at office of Hineks, Bowling Green st, Leicester  
Mitchell, William Cornelius, Grange st, Hoxton, Brush Maker. Aug 14 at 2 at Mason's Hall Tavern, Basinghall st. Hopkins, Wallbrook  
Mobbs, Joseph, Hammersley, Pakefield, Suffolk, Miller. Aug 16 at 11 at office of Nicholson, Old Nelson st, Lowestoft  
Moore, John, Packington st, Ilington, Cheesemonger. Aug 21 at 3 at office of Goodwin and Co, Coleman st. Klabey, Chesapeake  
Morgan, James Ramsey, Bristol, Licensed Victualler. Aug 16 at 2 at office of Clifton and Carter, Broad st, Bristol

Morrey, Frederick, Crewe, Chester, Joiner. Aug 21 at 11 at office of Hill, Market st, Crewe  
Morrell, Samuel, Manchester, Joiner. Aug 23 at 11 at office of Simpson, South Gate, Manchester  
Morris, Joseph Henry, Philpot lane, Fenchurch st, Stationer. Aug 17 at 3 at Guildhall Tavern, Gresham st. Piesse, Old Jewry chambers  
Morrison, James, jun., and Oliver Fowler, Low Moor, York, Worsted Makers. Aug 23 at 11 at office of Hutchinson, Piccadilly, Bradford  
Murley, Frank, Neate st, Camberwell, Tea Merchant. Aug 17 at 3 at office of Hilbery, Billiter st  
Newsam, Medland, Leverington, Cambridge, Auctioneer. Aug 17 at 11 at office of Ollard, Wisbech  
Northy, Edwin Philip Beverley, Clapham rd, Surrey, Manila Maker. Aug 14 at 3 at office of Smith and Moggridge, Funnival's-inn  
Orpen, Arthur Herbert, Chipping Norton, Oxford, Surgeon. Aug 23 at 2 at Clarendon Hotel, Oxford. Woodard and Hood, Ingram crt, Fenchurch st  
Parker, Jesse, Southmore, nr Abingdon, Berks, Baker. Aug 16 at 12 at Queen's Hotel, Abingdon. Sedgfield and Pryce, Abingdon  
Parsey, Joseph Samuel, Bradford, York, Schoolmaster. Aug 16 at 11 at office of Rawson and Co, Piccadilly, Bradford  
Peters, Alfred, Yatton, Somerset, Coal Merchant. Aug 16 at 11 at office of Waterhouse, Broad st, Bristol  
Pimbley, Ellison, Longport, Stafford, Grocer. Aug 23 at 11 at St John's chambers, Queen st, Burslem. Tomkinson and Funnival, Burslem  
Richardson, Henry, Brighton, Butcher. Aug 16 at 3 at office of Goodman, North st, Brighton  
Rickets, William Henry, Worcester, Currier. Aug 16 at 11 at office of Bentley, Foregate st, Worcester  
Robinson, William Morley, Hucknall, Torkard, Nottingham, Boot Maker. Aug 23 at 12 at office of Fraser Brougham chhrs, Wheelersgate, Nottingham  
Schofield, Edwin, and John Everitt, Nottingham, Joiners. Aug 16 at 10 at office of Bird, Middle Pavement, Nottingham  
Sharp, Charles Spencer, Rochester, Kent, Haberdasher. Aug 16 at 3 at office of Willoughby and Winch, Lancaster pl, Strand. Bassot, Rochester  
Sharp, William George, Nuthurst, Sussex, Miller. Aug 24 at 2 at office of Edmonds and Co, Ship st, Brighton. Boscock and Rawlinson, Horsham  
Short, Thomas, Noble st, Trimming Agent. Aug 21 at 12 at office of Plunkett and Lister, St Paul's churchyard  
Simpkin, Francis, Withernsea, York, Farmer. Aug 15 at 3 at office of Pickering, Parliament st, Kingston upon Hull. Todd, Hull  
Singleton John, Ecclesfield, York, Grocer. Aug 18 at 3 at office of Binney and Co, Bank st, Sheffield  
Sleigh, Hamilton Norman, Bristol, Commission Agent. Aug 16 at 3 at office of Snow and Co, Broad st, Bristol. Perham, Bristol  
Smith, John Brown, Old Catton, Norfolk, no occupation. Aug 18 at 12 at Duke's Palace Inn, Norwich  
Steele, Henry Cunliffe, Bolton, Lancaster, Provision Dealer. Aug 17 at 11 at the Law Association Rooms, Cook st, Liverpool. Dowling and Urry, Bolton  
Thomas, Howell, Neash, Glamorgan, Solicitor. Aug 12 at 1 at office of Simons and Flewa, Church st, Merthyr Tydfil  
Tolson, Alfred James, Wakefield, York, out of business. Aug 15 at 3 at Royal Hotel, Wakefield. Lester, Wakefield  
Vennell, Thomas, Milton under Wychwood, Oxford, Grocer. Aug 16 at 1 at Crown Hotel, Chipping Norton. Wilkins, Chipping Norton  
Vernon, Isaiah, Bromwich, Stafford, Engineer. Aug 16 at 11 at office of Stokes and Hooper, Priory st, Dudley  
Waddington, William, and John Hargreaves, Padiham, Lancaster, Cotton Manufacturers. Aug 22 at 3 at Mitre Hotel, Cathedral yard, Manchester. Folding, Blackburn  
Walker, James Leslie, Grosvenor mansions, Westminster, Financial Agent. Aug 18 at 12 at Inns of Court Hotel, Lincoln's inn fields. Goldring, White Lion st, Norton Folgate  
W all, Alfred, Oldbury, Worcester, Licensed Victualler. Aug 14 at 3 at office of Plant, Cannon st, Birmingham  
Warren, Charles, Liverpool, Restaurant Proprietor. Aug 18 at 2.30 at office of Lumb, Imperial chhrs, Dale st, Liverpool  
Warwick, Arthur, Bourne, Lincoln, Corn Merchant. Aug 15 at 12 at Angel Hotel, Peterborough. Hough and Tuck, Oakham  
Webster, George John, Pocklington, York, Saddler. Aug 17 at 12 at office of Mann, Bow st, York  
Webster, James, Chilvers Coton, Warwick, Confectioner. Aug 17 at 12 at office of Bond, Bridge st, Nuneaton  
Whitworth, William, Liverpool, Cork Cutter. Aug 18 at 4 at office of Lowe, Mount Pleasant, Liverpool  
Williams, Robert Saunders, Highworth, Wilts, Butcher. Aug 15 at 11 at office of Kinner and Tombs, High st, Swindon  
Williams, William, Bishopsgate st, Marine Surveyor. Aug 18 at 12 at office of Bannister, Basinghall st  
Wood, Thomas Alfred, Chapel st, Clerkenwell, Cheesemonger. Aug 23 at 3 at office of Robinson and Leslie, Coleman st. Scott, Basinghall st

TUESDAY, Aug. 8, 1882.

Anderson, John Broadbent, Bradford, York, Teacher of Music. Aug 18 at 10 at office of Neil and Broadbent, Kirkgate, Bradford  
Armitage, Thomas, Malton, York, Spirit Merchant. Aug 22 at 11 at Talbot Hotel, Queen st, Scarborough. Jennings and Co, Gt Driffield  
Arthur, Edward, and William Henry Arthur, Bristol, Oil Merchants. Aug 17 at 12 at office of Tribe and Co, Albion chambers, Broad st, Bristol. Bockingham, Bristol  
Barly, Alfred James, Bournemouth, Wine Merchant. Aug 21 at 10.30 at office of Howard, East st, Melcombe Regis  
Beasley, William, Liverpool, Implement Manufacturer. Aug 23 at 3 at office of Madden, Lord st, Liverpool  
Bennett, Philip, and Charles Bennett, Bodmin, Cornwall, Tailors. Aug 21 at 12 at office of Wallis, Market st, Bodmin  
Berry, Joseph, Oldham, Cotton Spinner. Aug 23 at 3 at Grosvenor Hotel, Deansgate, Manchester. Whitaker, Oldham  
Bishop, William, Brixon, Licensed Victualler. Aug 18 at 12 at office of Allen, Southampton bldgs, Chancery lane  
Bolt, James, Bradford, York, Restaurant Proprietor. Aug 16 at 11 at office of Beverley and Freeman, Huestergate, Bradford  
Bradley, Thomas, Eborston, York, Grocer. Aug 18 at 3 at office of Drawbridge and Rowntree, Newborough st, Scarborough  
Brown, Edward, St Mary Cray, Kent, Greengrocer. Aug 21 at 3 at Black Boy Hotel, St Mary Cray. May and Co, Adelaide pl, London bridge  
Bullen, John, Melling, Lancaster, Farmer. Aug 23 at 3 at office of Bartlett, Dale st, Liverpool  
Burkitt, Thomas, Crowle, Lincoln, Commission Agent. Aug 21 at 2 at Darby and Jean Hotel, Crowle. Burtonshaw, Doncaster  
Chadwell, Edwin John Spencer, Hassock's Gate, Sussex, Builder. Aug 21 at 3 at office of Buckwell, New rd, Brighton  
Charnick, Charles, Stockport, Chester, Tea Dealer. Aug 23 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester. Newton, Stockport  
Clayton, John, Dorset rd, Clapham rd, Engineer. Aug 18 at 2 at office of Bradley, Mark lane  
Cooper, Esther, Harbutt st, New Wandsworth, out of business. Aug 21 at 3 at offices of Lamb, Southampton bldgs, Chancery lane  
Cope, Edward, Old Hill, Stafford, Coal Merchant. Aug 17 at 3 at office of Stokes and Hooper, Priory st, Dudley  
Cull, George Cooper, Pershore, Worcester, Plumber. Aug 22 at 3 at office of Williams, Worcester, chambers, Pierpoint st, Worcester

Davidson, Zera, Blackheath, Schoolmistress. Aug 24 at 4 at office of Hanson, King st, Cheapside. Biggenden, King st, Cheapside.  
 Daw-Kerrell, Albert, Argyle sq, Painter. Aug 23 at 3 at office of Foreman and Co, Grosvenor st. Curtis, Old Jewry chmbrs.  
 Dickinson, John William, Wigan, Beer-seller. Aug 19 at 11 at office of Wilson, King st, Wigan.  
 Dowling, Isaac, Cardiff, Grocer. Aug 21 at 12 at office of Batchelor and Belcher, St. Mary st, Cardiff.  
 Drinkwater, George, Gloucester, Grocer. Aug 23 at 3 at office of Green, Westgate chmbrs, Berkeley st, Gloucester.  
 Eccles, Samuel, Preston, Lancaster, Plumber. Aug 21 at 3 at office of Cooper, Lane st, Preston.  
 Farlen, Thomas, Wellington, Northampton, Carpenter. Aug 24 at 11 at office of Sharmen and Jackson, Oxford st, Wellington.  
 Field, John, Luton, Bonnet Manufacturer. Aug 18 at 3 at Red Lion, Castle st, Luton.  
 Miller and Co, Chancery lane.  
 Foster, Joseph, Clockheaton, York, Grease Extractor. Aug 18 at 11 at office of Clough, Railway st, Clockheaton.  
 Funge, John James, Cheshire, Stafford, Grocer. Aug 17 at 11 at office of Kent, Chancery lane, London.  
 Gwynne, David, Abergavenny, Clothier. Aug 21 at 3 at office of Gabb and Walford, Monk st, Abergavenny.  
 Halliwell, Herbert Henry, Worcester, out of business. Aug 23 at 12 at office of Williams, Worcester chmbrs, Pierpoint st, Worcester.  
 Hammond, Christopher, Eccles, Lancaster, Grocer. Aug 2 at 3 at office of Boddington and Ball, Princess st, Manchester.  
 Hardisty, William, Hooton, Huddersfield, out of business. Aug 25 at 3 at office of Barker and Co, Yorkshire Bank chmbrs, Huddersfield.  
 Harris, Albert King, Poole, Dorset, Draper. Aug 24 at 3 at office of Budge, High st, Poole.  
 Hayes, Anne Bronette, Brighton, Dressmaker. Aug 23 at 4 at office of Freeman and Freeman-Gell, Ship st, Brighton.  
 Herbert, William, Leicester, Boot Manufacturer. Aug 24 at 3 at office of Shires, Market st, Leicester.  
 Hill, Allen Livingstone, Birmingham, Bricklayer. Aug 17 at 3 at office of Owen, Great Western Arcade, Birmingham.  
 Hobson, Nebemiah, Bewick, nr Manchester, Monumental Mason. Aug 16 at 3 at office of Connor, King st, Manchester.  
 Holloway, William, Beamington, Dorset, Licensed Victualler. Aug 23 at 12 at Greyhound Hotel, Bridport. Howard, Melcombe Regis.  
 Holt, William Septon, St Helen's, Lancaster, Butcher. Aug 21 at 3 at office of Riley, Hardshaw st, St Helen's.  
 Humphrey, Charles Thomas, Tottenham rd, Southgate rd, Builder. Aug 23 at 3 at office of Parkes, Queen Victoria st, Gardine, Edward, York, Shoeing Smith. Aug 19 at 10.30 at office of Crumlie, Stonegate, York.  
 Jeffery, George, Plymouth, Butcher. Aug 19 at 11 at office of Weeks, Frankfort st, Plymouth.  
 Jevons, Sarah Ann, Brighton, Hotel Keeper. Aug 17 at 2 at office of Stacey and Co, North st, Brighton.  
 Lewton, Charles Whittard, Staple hill, Gloucester, Baker. Aug 18 at 12 at offices of Brittan and Co, Small st, Bristol.  
 Lockwood, Robert, Eccles, Suffolk, General-shop Keeper. Aug 30 at 3 at offices of Dyer, King st, de Yarmouth.  
 Lord, Henry, Chesham, Lancaster, Wine and Beer Retailer. Aug 21 at 3 at offices of Blackway, Deansgate, Manchester.  
 Malpas, Samuel, Trinity Cross, Worcester, Bailiff. Aug 21 at 11 at offices of Griffiths, Sansome pl, Worcester.  
 Mann, Albert, Brighton, Sussex, Fishmonger. Aug 23 at 3 at offices of Nye, North st, Brighton.  
 Marks, Aaron, Sheffield, Merchant. Aug 21 at 3 at the Law Society, Bank st, Sheffield.  
 Broomhead and Co, Sheffield.  
 Mandaley, William, Over Darwen, Lancaster, Boot Maker. Aug 23 at 3 at offices of Walmsley, Knott st, Over Darwen.  
 Molyneux, Joseph, St Helen's, Lancaster, Grocer. Aug 18 at 3 at offices of Riley, Hardshaw st, St Helen's.  
 Moore, Thomas, Bradford, Merchant. Aug 18 at 3 at offices of Neill and Broadbent, Kirkgate, Bradford.  
 Morris, John, West Dean, Gloucester, Grocer. Aug 18 at 2 at offices of Parsons, Queen Victoria bldgs, High st, Bristol.  
 Morton, John William, and Joshua Morton, Batley, York, Plasterers. Aug 18 at 3 at the Black Bull Hotel, Mirfield. Clough, Clockheaton.  
 Munson, Harry Staines, Nottingham, of no occupation. Aug 18 at 3.30 at offices of Webster, Brougham chambers, Wheeler gate, Nottingham.  
 Norris, Charles, the younger, Great Berkhamsted, Hertford, Builder. Aug 21 at 11.30 at offices of Bullock and Penny, Great Berkhamsted.  
 Parsons, George, the elder, Manor pl, Walworth rd, Surrey, Engineer. Aug 28 at 10 at the Horns Tavern, Kennington Park rd. Abbott, Blackfriars rd.  
 Pawley, George, Leicester, Framework Knitter. Aug 23 at 3 at offices of Wright, Belvoir st, Leicester.  
 Pitt, Henry, Birmingham, Tailor. Aug 22 at 11 at offices of Shakespeare, Church st, Oldbury.  
 Price, Thomas Henry, Birmingham, Oil Can Manufacturer. Aug 18 at 3 at offices of Wright and Marshall, New st, Birmingham.  
 Price, Thomas William, Liverpool, Cab Driver. Aug 22 at 3 at offices of Neale, Dale st, Liverpool.  
 Putnam, Thomas, Northampton, Fishmonger. Aug 21 at 12 at offices of Jeffery and Haviland, Newland, Northampton.  
 Richards, William Henry, Cardiff, Glamorgan, Hotel Keeper. Aug 18 at 3 at offices of Jenkins and Co, Philharmonic chambers, St Mary st, Cardiff.  
 Robinson, Christopher Charles, Sheffield, York, Law Clerk. Aug 21 at 3 at the Law Society, Hoole's chambers, Bank st, Sheffield. Clegg and Sons.  
 Rogers, William, Loveridge rd, Kilburn, Builder. Aug 23 at 3 at 145, Cheapside.  
 Martin and Banks, Queen st, Cheapside.

Ruckert, George, Market buildings, Mincing lane, East India Merchant. Sept 4 at 3 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane.  
 Scruby, Thomas Harris, St. Albans, Herts, Fancy Basket Manufacturer. Aug 17 at 3 at offices of Neave, Friday st, Cheapside.  
 Sendey, Charles, Plympton St Mary, Devon. Aug 21 at 11 at offices of Clark, Courtenay st, Plymouth.  
 Sims, Thomas Henry, Lorn rd, Brixton, Surrey, Tailor. Aug 19 at 12 at offices of Rose-Innes and Co, Billiter House, Billiter st.  
 Smith, Thomas, Wootton Bounie End, Bedford, Farmer. Aug 24 at 3 at the George Hotel, Bedford. Howes and Percival, Northampton.  
 Smith, William, Twerton-on-Avon, Somerset, Currier. Aug 22 at 12 at offices of Clifton and Carter, Broad st, Bristol. Clark, Bath.  
 Southall, Mary, Wellington, Salop, Fruiterer. Aug 21 at 11 at offices of Carrane, Walker st, Wellington.  
 Sowrey, Joseph, Wolverhampton, Stafford, Licensed Victualler. Aug 21 at 11 at offices of Rhodes, Queen st, Wolverhampton.  
 Spry, James Wilson, Devonport, Devon, Coach Builder. Aug 21 at 12 at offices of Hatchings, St Anbryn st, Devonport.  
 Stables, Walter, Morley, York, Plumber. Aug 18 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury.  
 Stevenson, Richard, Aston-upon-Trent, Derby, Farmer. Aug 22 at 3 at offices of Briggs, Amen alley, Derby.  
 Sutherland, Gilbert Daniel, Richmond, Surrey, Schoolmaster. Aug 21 at 3 at the Inns of Court Hotel, Holborn. Cox, Red Lion sq.  
 Tackett, Frederick John, Lenham, Margate, Kent, Baker. Aug 19 at 3 at offices of Gibson, Union crescent, Margate.  
 Taylor, William Cowley, Jarow-upon-Tyne, Durham, Grocer. Aug 18 at 2.30 at offices of Newlands, Ellison st, Jarow-upon-Tyne.  
 Thomas, John, Truro, Painter. Aug 19 at 11 at offices of Paul and Adams, Quay st, Truro.  
 Thomas, Thomas, Newport, Monmouth, Grocer. Aug 21 at 12 at offices of Gibbs and Co, Bridge st, Newport.  
 Thompson, Thomas, Sheffield, Glass Decorator. Aug 18 at 11 at offices of Binney and Co, Hoole's chambers, Sheffield.  
 Tomlinson, Richard, Sheffield, York, Silver Polisher. Aug 21 at 11 at office of Clayton, Norfolk st, Sheffield.  
 Wagner, Joseph, West Hill terr, Wandsworth, Hair Dresser. Aug 28 at 2 at 390, City rd. Moore, Duncan st, Islington.  
 Walker, Charles, Congleton, Chester, Grocer. Aug 23 at 2 at offices of Sampson, South King st, Manchester.  
 Ward, Richard, Loughborough, Leicester, Licensed Victualler. Aug 23 at 12 at offices of Goode, Baxter gate, Loughborough.  
 Watson, Archer, Margate, Kent, Coach Builder. Aug 24 at 3 at 78, High st, Margate.  
 Jourdain, Ludgate hill.  
 Weisel, Thomas Henry, Caxton rd, Shepherd's Bush, Builder. Aug 24 at 12 at offices of Moss, Gracechurch st.  
 Whitehead, Ebenezer, Church st, Twickenham, Grocer. Aug 23 at 12 at 6, Arthur st East. Wood and Wootton, Fish st hill.  
 Wild, Thomas, Blackburn, Lancaster, Fancy Goods Dealer. Aug 25 at 3 at the Spread Eagle Hotel, Corporation st, Manchester. Constantine, Blackburn.  
 Wilkie, Ebenezer, Liverpool, Manager of a Tobacco Factory. Aug 23 at 3 at offices of Rogerson and Co, Cook st, Liverpool.  
 Woodward, Benjamin, Kidderminster, Worcester, Carpet and Rug Manufacturer. Aug 23 at 3 at the Black Horse Hotel, Mill st, Kidderminster. Corbet, Kidderminster.

## CONTENTS.

CURRENT TOPICS .....	641	In re Marshall .....	645
THE DEFINITION OF A "LODGER" ..	642	In the Matter of the New Callao Company (Limited) .....	645
CASES OF THE WEEK—		SOLICITORS' CASES .....	645
Ex parte Reynolds .....	643	SOCIETIES .....	647
In re The Quarts Hill Consolidated Gold Mining Company .....	643	OBITUARY .....	648
The Manchester Val de Travers Paving Company v Slagg and The Val de Travers Asphalt Paving Company .....	643	LEGAL APPOINTMENTS .....	648
Ex parte Amor .....	644	COMPANIES .....	649
Tempest v Camoys .....	645	CREDITORS' CLAIMS .....	649
		NEW ORDERS, &c. ....	649
		LEGISLATION OF THE WEEK .....	650
		LONDON GAZETTES, &c., &c. ....	650

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

The Editor does not hold himself responsible for the return of rejected communications.

\* \* The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

## SCHWEITZER'S COCOATINA,

Arti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Lunch, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press. Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is in reality cheaper than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA & LA VASELLE is the most delicate, digestible, cheapest Mastic Chocolate, and may be taken when richer chocolate is prohibited.

In tin packets at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors, H. SCHWEITZER & CO 10, Adam-street, London, W.C.

ESTABLISHED 1825.

## HEWETSON, THEXTON, & PEART,

MANUFACTURERS AND HOUSE FURNISHERS,

200, 203, and 204, TOTTENHAM COURT ROAD, W.

Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.

—PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from 47 10s. per set.

THIRTY LARGE SHOW ROOMS.

HEWETSON, THEXTON, & PEART,

200, 203, and 204, Tottenham Court-road, London, W.

N.B.—Household Furniture Warehoused or Removed on reasonable terms

## EDE AND SON,

ROBE "MAKERS

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUERN'S COUNSEL'S DITTO,

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS.

ESTABLISHED 1860.

94, CHANCERY LANE, LONDON.



2  
at  
3  
y  
e-  
re  
on  
o,  
es  
of  
d  
a,  
us  
of  
us  
l,  
d  
n,  
y  
h  
us  
o.  
es  
st  
d  
of  
g

45  
45  
45  
47  
49  
49  
49  
49  
50  
50

=  
n  
f

-

us  
ll

=

3

us

3.

.